

**Marysville City Council Meeting**

**September 28, 2015**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Employee Services Awards

B. Volunteer of the Month

**Audience Participation**

**Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

1. Approval of the September 8, 2015 City Council Work Session Minutes

**Consent**

2. Approval of the September 9, 2015 Claims in the Amount of \$186,023.12; Paid by Check Number 102589 through 102697 with Check Numbers 102028, 102216, and 102581 Voided

3. Approval of the September 16, 2015 Claims in the Amount of \$786,008.33; Paid by Check Number 102698 through 102797 with Check Number 102668 Voided

**Review Bids**

4. Consider Awarding the Bid for the 2015 Biosolids Removal and Reuse Project in the Amount Totaling \$4,588,918.83 to American Process Group, Inc.

**Public Hearings**

**New Business**

6. Consider the Snohomish County Homeland Security Grant Agreement in the Amount of \$35,000.00

7. Consider the 2015-2016 Hotel/Motel Grant Recommendations to Award Funding

8. Consider the Communication Site Sublease with I-COM

9. Consider the Professional Services Agreement with Government Portfolio Advisors, LLC for Consultant Services

## Marysville City Council Meeting

September 28, 2015

7:00 p.m.

City Hall

10. Consider the Interlocal Agreement with Snohomish County for Emergency Management Services

11. Consider a **Resolution** Declaring Certain Technology Hardware Items of Personal Property to be Surplus and Authorizing the Sale of Disposal Thereof

### Legal

#### Mayor's Business

12. Consider the Appointment of Allina Holmquist as City Clerk

### Staff Business

### Call on Councilmembers

### Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate

### Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Regular Meeting**  
September 8, 2015

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** Michael Stevens
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Associate Planner Angela Gemmer, Planning Assistant Amy Hess, and Recording Secretary Laurie Hugdahl.

Mayor Nehring stated that Councilmember Stevens had notified them he had a previous commitment this evening and requested an excused absence.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to excuse Councilmember Stevens. **Motion** passed unanimously (6-0).

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**



# *DRAFT*

## **Approval of Minutes**

1. Consider the July 27, 2015 City Council Meeting Minutes

## **Consent**

2. Consider the August 20, 2015 Payroll in the Amount of \$937,249.57; Paid by Check Number 29187 through 29228
3. Consider the August 26, 2015 Claims in the Amount of \$1,959,395.65; Paid by Check Numbers 102249 through 102422 with Check Number 101609, 101872, 101881, 101892 & 101899 Voided

## **Review Bids**

## **Public Hearings**

4. Consider the Program Year 2014 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received during the Public Hearing into the Report, and forward to the U.S. Department of Housing and Urban Development (Public Hearing will be held September 14, 2015)

Amy Hess stated that the Program Year 2014 was finished in June. HUD also requires the City to do the Consolidated Annual Performance and Evaluation Report (CAPER) which reviews the performance of the past year. She noted that all of the public service agencies that received funds either met or exceeded their goals for 2014. The Comeford Park improvement was completed with some of the additional funds, and the SR 528 pedestrian improvement project received funding for 2014 and 2015. Public Works is anticipating going out to bid by the end of this year and concluding by the end of 2016. The City is considered to be timely and in good standing with HUD. She commented that after this item was submitted for the agenda staff received additional guidance from the HUD rep about a reporting change staff needs to make. No other comments have been received from the public.

## **Action Item**

**Motion** made by Councilmember Toyer, seconded by Councilmember Seibert, to waive the normal work session rules in order to take action on items 5, 6, 7, 8, and 9. **Motion** passed unanimously (6-0).

5. Consider the July 29, 2015 Claims in the Amount of \$417,543.77; Paid by Check Numbers 101712 through 101871 with Check Number 101634 Voided

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the July 29 Claims. **Motion** passed unanimously (6-0).

# DRAFT

6. Consider the August 5, 2015 Claims in the Amount of \$1,254,620.96; Paid by Check Numbers 101872 through 102030 with No Checks Voided

**Motion** made by Councilmember Toyer, seconded by Councilmember Wright, to approve the August 5 Claims. **Motion** passed unanimously (6-0).

7. Consider the August 5, 2015 Payroll in the Amount of \$1,641,713.20; Paid by Check Numbers 29135 through 29186 with Check Numbers 28510 and 28646 Voided and Reissued with Check Numbers 29133 and 29134

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve the August 5 payroll. **Motion** passed unanimously (6-0).

8. Consider the August 12, 2015 Claims in the Amount of \$1,110,588.28; Paid by Check Numbers 102031 through 102154 with Check Number 101709 Voided

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to approve the August 12 claims. **Motion** passed unanimously (6-0).

9. Consider the August 19, 2015 Claims in the Amount of \$295,785.99; Paid by Check Numbers 102155 through 102248 with Check Numbers 100753, 101250, 101893, and 101907 Voided

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to approve the August 19 claims. **Motion** passed unanimously (6-0).

## New Business

10. Consider Accepting the 2015 Pavement Preservation Program with CEMEX Construction Materials Pacific LLC, Starting the 45-Day Lien Filing Period for Project Closeout

Director Nielsen stated this is for the TBD projects which are all completed. Staff is requesting start of the 45-day lien period. Mayor Nehring commented that this is great news.

11. Consider Accepting the Qwuloolt Fill Site Project, Starting the 45-Day Lien Period for Project Closeout

This is project acceptance for fill for the trail on the east side of the Qwuloolt project.

12. Consider Accepting the 67th Avenue NE Overlay (88th St. NE to 108th St. NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout

This was the federal money the City received. It is a nice overlay done by Lakeside Industries. Staff would like to do a project closeout to start the 45-day lien period.

*DRAFT*

13. Consider the Professional Service Agreement with Waste Management Logistics in the Amount of \$56,500.00

This is to purchase software which would take the sanitation department from using paper copies to using computers and working electronically with utility billing. It is for half the cost that was budgeted.

14. Consider the Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT thereby Securing Funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave) Project

Staff received grants for \$276,000 to provide sidewalks and pedestrian improvements on Grove from State Avenue to Cedar.

15. Consider the Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for Marshall Elementary Safe Routes to School Project

The City received \$315,000 in grant money for Safe Routes to School. Staff is requesting that the Council sign the prospectus so the City can be awarded the money. The TBD will be paying for the overlay because it is on the list.

16. Consider Supplement Number 2 to the Professional Services Agreement with HDR Engineering, Inc. for a No Cost Time Extension

Director Nielsen stated that this is a no-cost time extension for the SR 529 interchange project. The City is currently in a holding pattern with WSDOT.

17. Consider the Final Plat Approval of Emberly Subdivision along with the Associated Right-of-Way

Associate Planner Angela Gemmer stated that this is a 19-lot subdivision that received preliminary approval from Snohomish County. She discussed unique characteristics of this subdivision and explained they would be installing streetlights after paving.

18. Consider an Ordinance Amending Section 2.24.030(5) of the Marysville Municipal Code, Establishing Salary for Municipal Court Judge, Provide for Severability; and Effective Date

Finance Director Langdon explained this would clarify the salary for municipal court judges.

19. Consider an Ordinance Setting Forth the Basis of the City's Compliance with the Growth Management Act's (GMA) Required Review and Updating of the City's Comprehensive Plan and Development Regulations Under RCW 36.70A.130(5)(A), Repealing the Comprehensive Plan Adopted by Ordinance

# *DRAFT*

## 2569, and Adopting a New Comprehensive Plan Pursuant to the City's Periodic GMA Comprehensive Plan Amendment and Update Process

Associate Planner Gemmer discussed the Comprehensive Plan update process and comments received by Puget Sound Regional Council (PSRC) which have been addressed by staff.

20. Consider an Ordinance of the City of Marysville Amending Section 6.82.173 of the Marysville Municipal Code, Prohibiting the Use of Electronic Cigarettes in Parks; Providing for Severability; and Effective Date

Staff is working on an amendment to the ordinance which discusses prohibition of smoking in the parks to include electronic cigarettes, otherwise known as vaping devices. He discussed activity with the Snohomish Health District, Snohomish County Council, and the State Department of Health related to this topic. He commented that the City did not receive any complaints about the non-smoking policy in parks, and people already expect that code to include vaping devices. It is the City Attorney's recommendation that the Council make this amendment to the existing code.

Councilmember Muller asked about demographics for vaping. Director Nielsen replied it is often used by middle and high schoolers and tends to be a gateway to tobacco use. On the other hand, older adults are using it as a means to quit smoking.

Councilmember Wright commented that smoking is increasing with the use of these. The Health District is especially concerned about children and younger people.

Director Ballew stated that the Health District approached the City a month or so ago about a partnership. They are willing to provide signage just like they did with the smoking program which is a considerable expense.

21. Consider a Resolution Declaring Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal Thereof

Director Ballew explained these are old items that are going to auction.

### **Legal**

### **Mayor's Business**

- Thanks to the school district for their back-to-school luncheon. It was a very informative speaker.
- The annual 9/11 ceremony is this Friday at 8:30 a.m.
- Thanks to everyone for the hard work on the recent wind storm and the related cleanup. PUD did a marvelous job too.
- Coastal Communities and Play it Again Sports, had ribbon cuttings.

# *DRAFT*

- Thanks to Gloria Hirashima for representing the City at the dike breaching ceremony.

## **Staff Business**

Sandy Langdon:

- The new Assistant Finance Director started August 3 and is up and running. Thanks to Council for approving that position.
- Staff is working on the utility rate study and doing preliminary numbers on the fire study.

Chief Smith:

- Welcome back everyone. August was very busy, but crime is down. The crime analyst was very surprised because normally crime increases in August.
- The MPHS investigation came out on September 1. He thanked the SMART team for their work on it. It was extremely thorough and hit all the points that were needed. The FBI is still working on their part of the investigation. There are a number of events coming up in October. The Police Department is dedicated to continuing to provide professional and caring service to the community.

Chief McFalls:

- The 9/11 ceremony will be this Friday at 8:46 a.m.
- Touch a Truck will be happening this weekend.
- The Fire Department will be participating in the Marysville Pilchuck Walk of Strength
- He invited the Council to the Service Award Banquet on September 16.
- The Fire Department had a very busy summer with the 4<sup>th</sup> of July and the recent windstorm.
- Thanks to everyone for their support in the chief selection process. He is happy to be on board.

Jim Ballew:

- Touch a Truck will be this weekend. It is the largest ever with 47 vehicles.
- Staff has started renovation of Tuscany Ridge Park as part of the Park Improvement Program.
- Parkside Way Park will also see improvements.
- The spray park will keep going through this weekend and will continue on weekends depending on the weather.

Kevin Nielsen:

- Staff picked up extra food garbage following the windstorm because so many people had spoiled food.
- August was a very busy month. The Qwuloolt project was a huge project, and it's still not done.
- The City will be increasing the speed limit on Ingraham soon. Hopefully this will divert more traffic onto Ingraham from Getchell.

# DRAFT

- All the thermo, striping, and paving is done. Maintenance is done for sewer and now they are moving on to storm.
- The grass died early because of the weather, and now they are moving on to trash. Litter has become a big problem in the City.
- 172<sup>nd</sup> roundabouts are diverting traffic and people are seeing improvements there.
- PW Committee this Friday.

John Walker:

- There will be a new legal assistant, Rochelle Barker, starting on Friday.
- He announced that the Mack case has been dismissed with prejudice and no costs.
- He will not be here next Monday and Deputy City Attorney Colin Olivers will be filling in for him.
- He stated the need for an Executive Session to discuss three items regarding site selection or acquisition of real estate with potential action expected on one and need to discuss one collective bargaining agreement with potential action for 15 minutes.

Gloria Hirashima:

- The Qwuloolt breach and ceremony was a very nice event. Councilmembers Muller and Norton were also in attendance. She thanked all the staff and city departments that helped with various aspects of the project.
- Jessica Stikles from the Chamber is eager to meet with the Council and would like to schedule a meeting with the full Council before a regular Council meeting or at a different time with a committee. Councilmember Seibert suggested that a different representative come to meet with the Council. He wouldn't be able to make it early. Councilmember Vaughan said it would also be difficult for him to meet earlier. There was consensus to invite her to come to a regularly scheduled City Council meeting or to meet individually with Council members.
- She noted that Chief Smith didn't mention that the police apprehended a bank robber. She congratulated him for his efforts.
- The Emergency Management Risk Manager Diana Rose was deployed to the Okanogan fires to assist with the team working there. She is also working with the Fire Department to organize a cert training.

## Call on Councilmembers

Rob Toyer had no comments.

Steve Muller praised the City's relationship with the tribes.

Kamille Norton:

- The Qwuloolt event was nice, and the food was delicious.
- She is looking forward to the increased speed on Ingraham.
- All the paving projects look great.

# DRAFT

- She thanked Chief Smith for his words and expressed appreciation for the police department for their service.

Donna Wright commented that it was nice to see everyone.

Jeff Seibert:

- Welcome back to everyone.
- The paving projects look great.
- Thanks for filling in his favorite pothole.

Jeff Vaughan:

- The Webcam during the breach was very exciting. He commented on the proximity of the estuary to the urban development and discussed potential positive economic development impacts.
- This summer he and his family started kayaking. Some of that was done on Ebey Slough. He has a lot of comments and ideas about Ebey Slough and the estuary.

Mayor Nehring presented Kevin Nielsen and his staff with a plaque for Outstanding Waste Treatment Award for 2014.

Director Nielsen stated that staff applied for a \$7.5 million TIB grant for State Avenue from 100<sup>th</sup> to 116<sup>th</sup> to finish off State Avenue.

## Executive Session

Staff recessed at 8:03 for five minutes before reconvening at 8:08 into executive session to discuss three items regarding site selection or acquisitions of real estate with potential action expected on one item and need to discuss a collective bargaining agreement with potential action for 15 minutes.

### A. Litigation

### B. Personnel - one item with possible action, per RCW 42.30.140(4)(a)

### C. Real Estate – three items with possible action on one, per RCW 42.30.110(1)(b)

Executive session extended 5 minutes to 8:28 p.m.

Executive session ended and public meeting reconvened at 8:28 p.m.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the City to pay \$177,000 towards the purchase of the property at 1620 1<sup>st</sup> Street, Marysville WA. **Motion** passed unanimously (6-0).

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**Motion** made by Councilmember Toyer, seconded by Councilmember Seibert, to authorize the Mayor to enter into the Collective Bargaining Agreement reached with Teamsters Local 763. **Motion** passed unanimously (6-0).

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:28 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk



# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 28, 2015**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

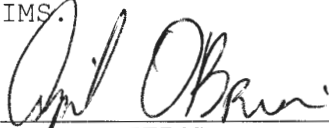
**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **September 9, 2015** claims in the amount of **\$186,023.12** paid by **Check No. 102589 through 102697 with Check No.'s 102028, 102216 & 102581** voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-9

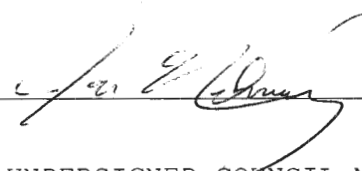
I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS IN THE AMOUNT OF \$186,023.12 PAID BY CHECK NO.'S 102589 THROUGH 102697 WITH CHECK NO.'S 102028, 102216 & 102581 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



\_\_\_\_\_  
AUDITING OFFICER

9-11-15

\_\_\_\_\_  
DATE



\_\_\_\_\_  
MAYOR

9/11/15

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 28<sup>th</sup> DAY OF SEPTEMBER 2015.

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

DATE: 9/15/2015  
 TIME: 12:17:07PM

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 9/3/2015 TO 9/9/2015**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
102589	ANDREWS, DOUG	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102590	ASSN OF WA CITIES	2015 AWC CONFERENCE LODGING-WR	CITY COUNCIL	281.88
102591	BAUMAN, KATRINA^	UB 91197000000 1926 4TH ST	WATER/SEWER OPERATION	21.56
102592	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	443.77
102593	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	643.77
102594	BRENTON, LISA	UB 761301298502 7727 81ST DR N	WATER/SEWER OPERATION	209.47
102595	CANAM FABRICATIONS	REPAIR VACTOR	EQUIPMENT RENTAL	2,110.72
102596	CAPITAL ONE COMMERC	TRAINING/SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	20.34
	CAPITAL ONE COMMERC		UTIL ADMIN	41.67
	CAPITAL ONE COMMERC		MAINT OF GENL PLANT	162.72
	CAPITAL ONE COMMERC		COMMUNITY EVENTS	163.17
102597	CARRS ACE	HOSE ADAPTER	ROADSIDE VEGETATION	7.06
	CARRS ACE	WEDGE ANCHORS AND COUPLINGS	WATER RESERVOIRS	15.12
	CARRS ACE	PVC AND ELBOW	WATER RESERVOIRS	15.49
102598	CEMEX	ASPHALT	ROADWAY MAINTENANCE	486.63
102599	CHECK FREE PAY	PAYMENT SENT IN ERROR 11020759	WATER/SEWER OPERATION	90.00
102600	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,024.39
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,046.66
102601	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,358.29
102602	COMFORT, PATRICIA	REFUND CLASS FEES	PARKS-RECREATION	30.00
102603	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	30.00
102604	COPELAND, JODY	UB 849000128001 7309 72ND AVE	WATER/SEWER OPERATION	184.87
102605	CUZ CONCRETE PROD	SEAL BOOT	SEWER MAIN COLLECTION	67.75
102606	DAILY JOURNAL OF COM	LEGAL AD	SEWER CAPITAL PROJECTS	3,946.80
102607	DELL	MONITORS	COMMUNITY DEVELOPMENT-	848.60
102608	DIAMOND B CONSTRUCT	REPLACE T-STATS	WASTE WATER TREATMENT F	1,904.58
102609	DUNLAP INDUSTRIAL	SWIVEL VISE	WATER SERVICE INSTALL	196.44
102610	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.08
	E&E LUMBER	LIGHTS	PARK & RECREATION FAC	8.68
	E&E LUMBER	CLEAR COAT	PARK & RECREATION FAC	10.87
	E&E LUMBER	GLUE AND FASTENERS	PARK & RECREATION FAC	12.79
	E&E LUMBER	CHAINS, LINK AND BAGS	MAINT OF GENL PLANT	23.12
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	32.12
	E&E LUMBER	PAINTING SUPPLIES	SOURCE OF SUPPLY	33.97
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	43.11
	E&E LUMBER	TEXTURE, RAGS AND ROLLER	MAINT OF GENL PLANT	68.86
102611	ECKANKAR	REFUND RENTAL FEES AND DEPOSIT	PARKS-RECREATION	95.00
	ECKANKAR		GENERAL FUND	100.00
102612	EVERETT STAMP WORKS	NOTARY STAMPS	CITY CLERK	35.82
	EVERETT STAMP WORKS		FINANCE-GENL	35.82
102613	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	2,438.40
102614	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
102615	FRED MEYER	JEANS-GEIST	UTIL ADMIN	138.14
102616	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.81
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.81
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.81
	FRONTIER COMMUNICATI		UTILITY BILLING	43.81
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.81
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.67
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	51.91
	FRONTIER COMMUNICATI	ACCT# 36065770750721145	POLICE PATROL	52.08
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	87.62

DATE: 9/15/2015  
TIME: 12:17:07PM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 9/3/2015 TO 9/9/2015**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
102616	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	87.62
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	87.62
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	87.62
	FRONTIER COMMUNICATI		COMMUNITY CENTER	87.62
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.62
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.62
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	175.23
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	219.01
	FRONTIER COMMUNICATI		UTIL ADMIN	301.14
102617	GC SYSTEMS INC	SOLENOID VALVES	WATER RESERVOIRS	163.19
102618	GOVCONNECTION INC	BARCODE READER ACCESSORY	TRIBAL GAMING-GENL	52.93
	GOVCONNECTION INC	APC UPS REPLACEMENTS	PUMPING PLANT	1,219.58
102619	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	587.29
102620	GREATAMERICA FINANCI	LEASE PAYMENT	CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10
	GREATAMERICA FINANCI		FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		POLICE PATROL	36.12
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.12
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.12
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.12
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.13
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.45
	GREATAMERICA FINANCI		ENGR-GENL	38.45
	GREATAMERICA FINANCI		UTIL ADMIN	38.45
102621	GREENSHIELDS	PROTECTOR AND BASE	EQUIPMENT RENTAL	542.72
102622	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
102623	GUY, KRISTIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIOI	39.82
102624	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	39.33
	HD FOWLER COMPANY	COUPLINGS	WATER/SEWER OPERATION	47.06
	HD FOWLER COMPANY	COUPLINGS AND ELLS	STORM DRAINAGE	93.05
	HD FOWLER COMPANY	IRRIGATION REPAIR PARTS	PARK & RECREATION FAC	129.43
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICE INSTALL	445.58
	HD FOWLER COMPANY	METER BOXES	WATER/SEWER OPERATION	491.56
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	519.33
	HD FOWLER COMPANY	STORM UPGRADE MATERIAL	STORM DRAINAGE	2,295.68
102625	HERBERT, FRANK R	UB 830316630000 7103 69TH PL N	WATER/SEWER OPERATION	225.24
102626	HERTZ EQUIPMENT RENT	GENERATOR RENTAL	SOURCE OF SUPPLY	276.68
102627	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	3,317.92
102628	INT'L CODE COUNCIL	MEMBERSHIP DUES-DORCAS	COMMUNITY DEVELOPMENT-	240.00
102629	IRON MOUNTAIN	ROCK	STORM DRAINAGE	179.23
	IRON MOUNTAIN		SEWER MAIN COLLECTION	392.83
	IRON MOUNTAIN		STORM DRAINAGE	392.83
	IRON MOUNTAIN		STORM DRAINAGE	408.94
	IRON MOUNTAIN		STORM DRAINAGE	441.00

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102629	IRON MOUNTAIN	ROCK	STORM DRAINAGE	498.43
102630	JANTZ, DENISE	UB 611340000002 3812 122ND ST	WATER/SEWER OPERATION	27.16
102631	JOSSY, DUSTYN	UB 245831122000 5831 122ND PL	WATER/SEWER OPERATION	32.33
102632	JP COOKE COMPANY,THE JP COOKE COMPANY,THE	2016 ANNUAL ANIMAL LICENSE TAG	GENERAL FUND	-5.33
102633	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	COMMUNITY DEVELOPMENT- RECREATION SERVICES	65.83 450.80
	KIDZ LOVE SOCCER		RECREATION SERVICES	772.80
	KIDZ LOVE SOCCER		RECREATION SERVICES	966.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,159.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,223.60
102634	KINNEY, STEVEN	UB 042110000000 9629 66TH DR N	WATER/SEWER OPERATION	145.91
102635	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	55.30
	KUNG FU 4 KIDS		RECREATION SERVICES	77.70
	KUNG FU 4 KIDS		RECREATION SERVICES	77.84
	KUNG FU 4 KIDS		RECREATION SERVICES	77.84
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	110.60
102636	LAKE INDUSTRIES	ROCK	SEWER MAIN COLLECTION	108.25
	LAKE INDUSTRIES		STORM DRAINAGE	108.25
	LAKE INDUSTRIES	ASPHALT HAULED	SEWER MAIN COLLECTION	180.00
	LAKE INDUSTRIES		STORM DRAINAGE	180.00
102637	LAKESIDE INDUSTRIES	PAY ESTIMATE #2	GMA - STREET	16,344.85
102638	LANGUAGE EXCHANGE	INTERPRETER SERVICES	PARK & RECREATION FAC	349.13
	LANGUAGE EXCHANGE		COURTS	798.00
102639	LASTING IMPRESSIONS	SOFTBALL LEAGUE TSHIRTS	RECREATION SERVICES	365.57
	LASTING IMPRESSIONS		RECREATION SERVICES	365.57
102640	LEO HOLTE & VANESSA	UB 099706000000 9706 50TH AVE	WATER/SEWER OPERATION	89.90
102641	LICENSING, DEPT OF	HUSON, ANDREA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUSON, STEVEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LIM, JACQUALINE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NEUMANN, RICHARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STOCK, RANDY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WAGESTER, MATTHEW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROSARIO, LAWRENCE (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	WILLIAMS, RUDY (LT RENEWAL)	GENERAL FUND	21.00
102642	MARIS, CHARLES	UB 760327000005 5917 73RD AVE	WATER/SEWER OPERATION	168.33
102643	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	MAINTENANCE	303.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	MAINTENANCE	1,107.77
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	MAINTENANCE	21,515.83
102644	MILTON, ANGELINE	UB 334348000000 4348 151ST ST	WATER/SEWER OPERATION	174.43
102645	MIRANDA, TONYA	REIMBURSE OFFICE SUPPLY PURCHA	EXECUTIVE ADMIN	68.47
102646	NATIONAL BARRICADE	HAZMAT SIGN	STORM DRAINAGE MAINTEN#	18.19
	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	449.60
102647	NC MACHINERY COMPANY	ELECTRICAL RING	STORM DRAINAGE	131.48
102648	NEEDHAM, NINA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00

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102649	NEWMAN TRAFFIC SIGNS	STOP SIGNS	CITY STREETS	-184.80
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,284.80
102650	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SOURCE OF SUPPLY	60.36
102651	NORTH COUNTY OUTLOOK	ADVERTISING	RECREATION SERVICES	90.00
102652	NORTH SOUND HOSE	MISC HOSES, SCREEN, CAMLOCK AN	WATER DIST MAINS	341.60
	NORTH SOUND HOSE	MISC HOSES	SOURCE OF SUPPLY	698.66
102653	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	2,767.65
102654	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	10.28
	OFFICE DEPOT		EXECUTIVE ADMIN	12.95
	OFFICE DEPOT		WATER DIST MAINS	24.39
	OFFICE DEPOT		SOLID WASTE OPERATIONS	30.65
	OFFICE DEPOT		EXECUTIVE ADMIN	68.47
102655	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	88.20
	OLASON, MONICA		RECREATION SERVICES	90.00
	OLASON, MONICA		RECREATION SERVICES	113.40
	OLASON, MONICA		RECREATION SERVICES	126.00
102656	PACIFIC POWER BATTER	BATTERIES	PARK & RECREATION FAC	9.14
102657	PARTS STORE, THE	SPARK PLUG	EQUIPMENT RENTAL	2.40
	PARTS STORE, THE		EQUIPMENT RENTAL	2.40
	PARTS STORE, THE	OIL FILTERS	ER&R	9.88
	PARTS STORE, THE	ANTIFREEZE	ER&R	23.15
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	24.96
	PARTS STORE, THE	TAILGATE CABLE	EQUIPMENT RENTAL	29.57
	PARTS STORE, THE	U-JOINTS	EQUIPMENT RENTAL	33.14
	PARTS STORE, THE	BRAKE ROTORS	EQUIPMENT RENTAL	41.98
	PARTS STORE, THE	WATER PUMP, THERMOSTAT, GASKET	EQUIPMENT RENTAL	79.60
	PARTS STORE, THE	DIESEL FLUID	STREET CLEANING	108.69
	PARTS STORE, THE	AIR FILTERS	ER&R	162.68
	PARTS STORE, THE	FILTERS AND MIRROR	ER&R	211.35
	PARTS STORE, THE	FILTERS AND ANTIFREEZE	ER&R	395.37
102658	PARTSMASER	NYLON LOCKS	SMALL ENGINE SHOP	88.81
102659	PAUL PARKER	UB 651449080003 5927 101ST PL	WATER/SEWER OPERATION	92.00
102660	PETTY CASH- POLICE	OFFICE SUPPLIES, SHOVEL AND WA	DETENTION & CORRECTION	4.43
	PETTY CASH- POLICE		POLICE INVESTIGATION	14.13
	PETTY CASH- POLICE		POLICE PATROL	16.31
	PETTY CASH- POLICE		CRIME PREVENTION	19.95
	PETTY CASH- POLICE		POLICE ADMINISTRATION	26.08
	PETTY CASH- POLICE		POLICE ADMINISTRATION	41.92
102661	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	14.18
	PGC INTERBAY LLC		MAINTENANCE	86.97
	PGC INTERBAY LLC		PRO-SHOP	145.79
	PGC INTERBAY LLC		MAINTENANCE	244.33
	PGC INTERBAY LLC		GOLF ADMINISTRATION	259.01
	PGC INTERBAY LLC		MAINTENANCE	1,015.49
	PGC INTERBAY LLC		MAINTENANCE	1,945.00
	PGC INTERBAY LLC		MAINTENANCE	2,153.38
	PGC INTERBAY LLC		GOLF COURSE	2,826.35
102662	PILCHUCK RENTALS	FUEL CAP	PARK & RECREATION FAC	14.09
	PILCHUCK RENTALS	WEDGES	PARK & RECREATION FAC	21.68
	PILCHUCK RENTALS	CHAINS, SLEEVE AND HARDWARE	SMALL ENGINE SHOP	77.68
	PILCHUCK RENTALS	VACTOR POLE SAW REPAIR PARTS	SMALL ENGINE SHOP	113.33

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102663	PLATT ELECTRIC	HARDWARE AND SPOTLIGHT	FACILITY MAINTENANCE	48.01
	PLATT ELECTRIC	STREET LIGHTING SUPPLIES	STREET LIGHTING	234.42
	PLATT ELECTRIC	HARDWARE AND SPOTLIGHT	MAINT OF GENL PLANT	313.27
102664	POSTAL SERVICE	POSTAGE	UTIL ADMIN	210.23
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	302.71
102665	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	6.91
	PUD	ACCT #2052-8364-1	STREET LIGHTING	7.82
	PUD	ACCT #2050-2647-6	STREET LIGHTING	9.53
	PUD	ACCT #2045-8436-1	STREET LIGHTING	14.86
	PUD	ACCT #2050-2647-6	STREET LIGHTING	14.91
	PUD	ACCT #2045-8436-1	STREET LIGHTING	19.69
	PUD	ACCT #2026-7070-9	STREET LIGHTING	23.66
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	32.67
	PUD	ACCT #2022-2076-0	MAINTENANCE	32.67
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	33.04
	PUD	ACCT #2027-9116-6	PUMPING PLANT	33.23
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	54.85
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	69.20
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	70.16
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	73.33
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	81.61
	PUD	ACCT #2008-0070-4	STREET LIGHTING	89.00
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	89.43
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	98.60
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.77
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	103.69
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	104.04
	PUD	ACCT #2033-4458-5	STREET LIGHTING	186.87
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	464.98
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	700.78
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,400.00
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.70
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,097.49
	PUD	ACCT #2016-3963-0	MAINTENANCE	2,148.27
102666	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	5.83
	RICOH USA, INC.		GENERAL SERVICES - OVERH	11.78
	RICOH USA, INC.		COMMUNITY CENTER	13.28
	RICOH USA, INC.		OFFICE OPERATIONS	15.28
	RICOH USA, INC.		PROPERTY TASK FORCE	20.33
	RICOH USA, INC.		UTILITY BILLING	22.34
	RICOH USA, INC.		CITY CLERK	41.37
	RICOH USA, INC.		FINANCE-GENL	41.38
	RICOH USA, INC.		WASTE WATER TREATMENT F	50.79
	RICOH USA, INC.		PROBATION	58.30
	RICOH USA, INC.		LEGAL - PROSECUTION	83.90
	RICOH USA, INC.		PARK & RECREATION FAC	90.65
	RICOH USA, INC.		EXECUTIVE ADMIN	90.78
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	96.89
	RICOH USA, INC.		DETENTION & CORRECTION	125.57
	RICOH USA, INC.		ENGR-GENL	130.33
	RICOH USA, INC.		POLICE INVESTIGATION	149.03
	RICOH USA, INC.		POLICE PATROL	157.07



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
102666	RICOH USA, INC.	PRINTER/COPIER CHARGES	UTIL ADMIN	201.73
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	238.48
102667	RICOH USA, INC.		COMMUNITY CENTER	27.73
	RICOH USA, INC.		MUNICIPAL COURTS	39.51
	RICOH USA, INC.		PROPERTY TASK FORCE	74.84
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.69
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		WASTE WATER TREATMENT F	195.64
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		CITY CLERK	213.30
	RICOH USA, INC.		FINANCE-GENL	213.31
	RICOH USA, INC.		POLICE PATROL	260.43
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
	RICOH USA, INC.		OFFICE OPERATIONS	849.25
102669	ROY ROBINSON	RELAY	EQUIPMENT RENTAL	64.47
102670	SAFeway INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	31.90
102671	SCHROEDER, ALAN	UB 261163058000 11630 58TH AVE	WATER/SEWER OPERATION	96.42
102672	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	SHRED-IT US		FINANCE-GENL	7.46
	SHRED-IT US		UTILITY BILLING	7.47
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
102673	SIX ROBBLEES INC	AXLE KIT	EQUIPMENT RENTAL	412.90
102674	SMITH, CHRISTINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102675	SNO CO FINANCE	DUMP FEES	PARK & RECREATION FAC	33.00
	SNO CO FINANCE		PARK & RECREATION FAC	94.00
102676	SOUND PUBLISHING	ADVERTISING	COMMUNITY CENTER	38.25
102677	SOUND SAFETY	EARPLUGS, SAFETY GLASSES, GLOV	ER&R	127.84
	SOUND SAFETY	GLOVES AND RESPIRATORS	ER&R	161.11
102678	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	89.78
	STAPLES		PERSONNEL ADMINISTRATIO	303.23
102679	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	38.00
	STATE PATROL		GENERAL FUND	552.50
102680	STEPHANIE ARLAND & M	UB 751144150004 7519 54TH PL N	WATER/SEWER OPERATION	150.65
102681	SUPPLYWORKS	JANITORIAL SUPPLIES	UTIL ADMIN	38.77
	SUPPLYWORKS		ADMIN FACILITIES	186.48
	SUPPLYWORKS		WASTE WATER TREATMENT F	221.54
	SUPPLYWORKS		UTIL ADMIN	285.12
	SUPPLYWORKS	DEGREASER	ER&R	320.09
	SUPPLYWORKS	JANITORIAL SUPPLIES	COURT FACILITIES	336.81
	SUPPLYWORKS		PUBLIC SAFETY BLDG.	374.47
	SUPPLYWORKS		MAINT OF GENL PLANT	437.64
102682	THOMAS, MICHAEL	INSTRUCTOR SERVICES	RECREATION SERVICES	450.00
102683	TRAFFIC SAFETY SUPPL	ANCHOR KITS	TRAFFIC CONTROL DEVICES	109.49

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102683	TRAFFIC SAFETY SUPPL	DELINEATORS, BASES AND KITS	TRAFFIC CONTROL DEVICES	608.65
102684	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	839.57
102685	TREGONING, KAREN	UB 61123000001 11831 38TH AVE	WATER/SEWER OPERATION	40.79
102686	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WATER DIST MAINS	1.00
102687	UNITED WAY	SPIRIT OF SNO CO BREAKFAST (10	EXECUTIVE ADMIN	300.00
102688	VALLEY FREIGHTLINER	DOOR WINDOW GLASS	EQUIPMENT RENTAL	24.39
102689	WA REC & PARK ASSN	REGISTRATION-MIZELL	RECREATION SERVICES	129.00
102690	WAGGONER, BYRON	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-12.25
	WAGGONER, BYRON		WATER/SEWER OPERATION	1,150.00
102691	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	426.19
102692	WEED GRAAFSTRA	LEGAL SERVICE	GMA - STREET	420.00
	WEED GRAAFSTRA		STORM DRAINAGE	595.25
	WEED GRAAFSTRA		SURFACE WATER CAPITAL PF	658.00
	WEED GRAAFSTRA		LEGAL-GENL	727.75
	WEED GRAAFSTRA		LEGAL-GENL	783.00
	WEED GRAAFSTRA		UTIL ADMIN	783.00
	WEED GRAAFSTRA		UTIL ADMIN	1,328.50
102693	WEED GRAAFSTRA	REVIEW AND EVAL OF PURCHASE AN	WATER CAPITAL PROJECTS	750.00
102694	WEEKS, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102695	WHANG, JUNG-LAN	UB 249999991000 5621 104TH PL	WATER/SEWER OPERATION	80.75
102696	WOMER & ASSOCIATES	FIRE SAFETY PLAN REVIEW	COMMUNITY DEVELOPMENT-	642.50
102697	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	ENGR-GENL	63.28
	ZEE MEDICAL SERVICE		UTIL ADMIN	63.29
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	96.91
	ZEE MEDICAL SERVICE		WASTE WATER TREATMENT F	217.76

**WARRANT TOTAL: 182,640.79**

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

CHECK # 102028 INITIATOR ERROR (18.92)  
 CHECK # 102216 INITIATOR ERROR (35.00)  
 CHECK # 102581 INITIATOR ERROR (90.00)

**186,023.12**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 28, 2015**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

<p><b>RECOMMENDED ACTION:</b></p> <p>The Finance and Executive Departments recommend City Council approve the <b>September 16, 2015</b> claims in the amount of <b>\$786,008.33</b> paid by <b>Check No. 102698 through 102797 with Check No. 102668</b> voided.</p> <p><b>COUNCIL ACTION:</b></p>
--

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-9**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$786,008.33 PAID BY CHECK NO.'S 102698 THROUGH 102797 WITH CHECK NO. 102668 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28<sup>th</sup> DAY OF SEPTEMBER 2015.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

DATE: 9/16/2015  
TIME: 8:53:01AM

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102698	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	35.35
	AMERICAN CLEANERS		DETENTION & CORRECTION	56.56
	AMERICAN CLEANERS		POLICE INVESTIGATION	63.92
	AMERICAN CLEANERS		POLICE ADMINISTRATION	82.75
102699	BICKLER, JAMES	UB 530910000001 4003 178TH PL	WATER/SEWER OPERATION	23.02
102700	BILLING DOCUMENT SPE	LOCKBOX PROCESSING	UTILITY BILLING	699.10
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,326.13
102701	BLUMENTHAL UNIFORMS	VEST-BARTL	POLICE INVESTIGATION	1,061.62
	BLUMENTHAL UNIFORMS	VEST-ELTON	POLICE INVESTIGATION	1,061.62
	BLUMENTHAL UNIFORMS	VEST-FARLEY	PRO ACT TEAM	1,061.62
	BLUMENTHAL UNIFORMS	VEST-FRANZEN	POLICE INVESTIGATION	1,061.62
	BLUMENTHAL UNIFORMS	VEST-JONES	POLICE INVESTIGATION	1,061.62
	BLUMENTHAL UNIFORMS	VEST-KING	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-MCSHANE	POLICE INVESTIGATION	1,061.62
	BLUMENTHAL UNIFORMS	VEST-MISHLER	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-NORRIS	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-THOMAS	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-THOMPSON	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-VASCONI	ANIMAL CONTROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-WAGGONER	POLICE PATROL	1,061.62
	BLUMENTHAL UNIFORMS	VEST-BURTIS	DETENTION & CORRECTION	1,157.35
102702	BOB BARKER COMPANY	INVOICE UT1.335400 DUPLICATE	DETENTION & CORRECTION	-729.89
	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	184.72
	BOB BARKER COMPANY		DETENTION & CORRECTION	592.07
102703	BOYD, RAE	INMATE MEDICAL CARE-JULY 2015	DETENTION & CORRECTION	1,100.00
	BOYD, RAE	INMATE MEDICAL CARE-AUG 2015	DETENTION & CORRECTION	1,950.00
102704	BROWER, RICHARD & BA	UB 460830000001 14500 54TH DR	WATER/SEWER OPERATION	132.91
102705	CALES, JUDY	UB 980098000218 5030 83RD AVE	GARBAGE	7,130.00
102706	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	108.00
102707	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
102708	COOK, BARBARA & MIKE	UB 847611870000 7611 87TH AVE	WATER/SEWER OPERATION	12.20
102709	COOP SUPPLY	PEST CONTROL DEVICES	ADMIN FACILITIES	25.88
	COOP SUPPLY		COURT FACILITIES	25.88
	COOP SUPPLY		MAINT OF GENL PLANT	25.88
	COOP SUPPLY		WASTE WATER TREATMENT F	25.88
	COOP SUPPLY		UTIL ADMIN	25.88
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
102710	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	234.30
102711	CRIMINAL JUSTICE	TRAINING-VINSON	POLICE TRAINING-FIREARMS	200.00
102712	CRYSTAL SPRINGS	WATER COOLER RENTAL/BOTTLED WA	SOLID WASTE OPERATIONS	43.94
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	121.93
102713	DELL	PC	LEGAL-GENL	1,270.45
102714	DICKS TOWING	TOWING EXPENSE-MP15-6362	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-6537	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-6612	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-6730	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-6770	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-6792	POLICE PATROL	43.52
102715	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-15.73
	DIGITAL DOLPHIN SUPP		POLICE PATROL	194.48
102716	DONALDSON, BRENDA	REIMBURSE TOUCH A TRUCK EXPENS	UTIL ADMIN	18.15
102717	E&E LUMBER	PAINT	PARK & RECREATION FAC	20.87
	E&E LUMBER	OFFICE LIGHTING	PARK & RECREATION FAC	31.29
	E&E LUMBER	BLADE AND FASTENERS	PARK & RECREATION FAC	63.66
	E&E LUMBER	PAINT, STAKES, TAPE, LOCKS AND	STORM DRAINAGE	122.56
102718	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00

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102718	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	42.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
102719	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	108.62
102720	EVERETT HERALD	SUBSCRIPTION	PARK & RECREATION FAC	180.00
102721	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	3,720.00
102722	EVERETT, CITY TREAS	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	296,909.43
102723	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	27.35
	FERRELLGAS		WATER SERVICE INSTALL	27.35
	FERRELLGAS		TRAFFIC CONTROL DEVICES	27.35
	FERRELLGAS		ROADWAY MAINTENANCE	27.35
102724	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.80
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.80
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.80
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.80
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.80
	FRONTIER COMMUNICATI		CITY CLERK	15.60
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.60
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.60
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.41
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.41
	FRONTIER COMMUNICATI		LEGAL-GENL	31.21
	FRONTIER COMMUNICATI		RECREATION SERVICES	39.01
	FRONTIER COMMUNICATI		STORM DRAINAGE	39.01
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	46.81
	FRONTIER COMMUNICATI		FINANCE-GENL	46.81
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	46.81
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	46.81
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	46.81
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	54.62
	FRONTIER COMMUNICATI		COMPUTER SERVICES	54.67
	FRONTIER COMMUNICATI		UTILITY BILLING	62.42
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	62.42
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	70.22
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	70.22
	FRONTIER COMMUNICATI		ENGR-GENL	78.02
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.02
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	85.83
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	93.63
	FRONTIER COMMUNICATI		UTIL ADMIN	171.65
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	179.45
	FRONTIER COMMUNICATI		POLICE PATROL	343.30
102725	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.04
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.04
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.08
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.13
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.19
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	0.30
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.30
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.32
	FRONTIER COMMUNICATI		CITY CLERK	0.56
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.80
	FRONTIER COMMUNICATI		COMMUNITY CENTER	1.20
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	1.41
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.18

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102725	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	POLICE ADMINISTRATION	3.32
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	3.78
	FRONTIER COMMUNICATI		LEGAL-GENL	4.29
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.43
	FRONTIER COMMUNICATI		FINANCE-GENL	6.42
	FRONTIER COMMUNICATI		UTILITY BILLING	6.44
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	7.86
	FRONTIER COMMUNICATI		UTIL ADMIN	8.64
	FRONTIER COMMUNICATI		STORM DRAINAGE	9.07
	FRONTIER COMMUNICATI		ENGR-GENL	9.37
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	10.98
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	11.54
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	14.24
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	14.66
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	15.04
	FRONTIER COMMUNICATI		POLICE PATROL	16.70
	FRONTIER COMMUNICATI		COMPUTER SERVICES	18.98
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	29.71
102726	GAUSTAD, DAVID & DEB	UB 981472728000 14727 43RD AVE	GARBAGE	77.66
102727	GRAHAM, RICKY & SUSAN	UB 570703500000 2908 178TH ST	WATER/SEWER OPERATION	26.53
102728	GREEN, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102729	HD FOWLER COMPANY	BRASS HARDWARE	WATER/SEWER OPERATION	35.70
	HD FOWLER COMPANY		WATER/SEWER OPERATION	233.62
	HD FOWLER COMPANY		WATER/SEWER OPERATION	333.02
102730	HOUK, BRIAN	REFUND CLASS FEES	PARKS-RECREATION	305.00
102731	J. THAYER COMPANY	OFFICE FURNITURE	UTILITY BILLING	2,402.30
102732	K2 DATA SYSTEMS INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	5,850.00
102733	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	9,360.00
102734	LAKEWOOD SCHOOL DIST		SCHOOL MIT FEES	3,564.00
102735	LANNON MCCAFFERY & A	UB 100960000000 8924 46TH DR N	WATER/SEWER OPERATION	110.16
102736	LASTING IMPRESSIONS	UNIFORM-WOOD	YOUTH SERVICES	290.67
102737	LOPEZ-AGUILERA, ALEJ	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102738	LOWES HIW INC	FENCE TIES AND PLIERS	WATER RESERVOIRS	25.74
102739	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	349.85
102740	MANOR HARDWARE	REPAIR SAW	FACILITY MAINTENANCE	21.84
102741	MARYSVILLE DOG OWNER	HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	2,435.77
102742	MARYSVILLE PRINTING	CALL 911 FLYERS	POLICE PATROL	121.31
102743	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	1,817.00
102744	MARYSVILLE SPEED	WINDOW TINT	POLICE PATROL	310.08
102745	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	69.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	102.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	113.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	139.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	162.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	165.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	193.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	200.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRR	PARK & RECREATION FAC	307.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	642.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	749.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,429.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	1,465.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	1,619.40
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,951.93
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,853.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST ST & STATE	PARK & RECREATION FAC	2,956.06
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	12,524.76



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102746	MCGILLIVRAY, JANE	UB 031490165002 8502 74TH DR N	WATER/SEWER OPERATION	125.98
102747	MCLOUGHLIN & EARDLEY	STROBE LIGHTBARS	ER&R	-52.60
	MCLOUGHLIN & EARDLEY		ER&R	650.28
102748	MICROFLEX INC	SALES TAX AUDIT PROGRAM-AUG 20	FINANCE-GENL	10.00
102749	NATIONAL BARRICADE	BARRELS W/BASES AND STEADY BUR	ROADWAY MAINTENANCE	114.03
102750	NEOPOST USA	POSTAGE SUPPLIES	UTIL ADMIN	13.49
	NEOPOST USA		COMMUNITY DEVELOPMENT-	13.50
102751	NORTON, WORTH	REIMBURSE CONF REG/RECYLING/SU	INFORMATION SERVICES	-5.07
	NORTON, WORTH		COMPUTER SERVICES	8.17
	NORTON, WORTH		COMPUTER SERVICES	62.60
	NORTON, WORTH		COMPUTER SERVICES	78.48
	NORTON, WORTH		TRIBAL GAMING-GENL	350.00
102752	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	15.56
	OFFICE DEPOT		POLICE PATROL	22.91
	OFFICE DEPOT		POLICE PATROL	75.16
	OFFICE DEPOT		OFFICE OPERATIONS	98.31
	OFFICE DEPOT		POLICE PATROL	142.01
	OFFICE DEPOT		POLICE PATROL	152.28
	OFFICE DEPOT		OFFICE OPERATIONS	152.28
	OFFICE DEPOT		POLICE PATROL	166.60
	OFFICE DEPOT		POLICE PATROL	233.62
102753	OLSEN, SCOTT & JOAN	UB 081470000000 4906 85TH PL N	WATER/SEWER OPERATION	109.81
102754	PACIFIC POWER BATTER	USB'S	STORM DRAINAGE	17.45
102755	PACIFIC POWER PROD	MISC BLADES	SMALL ENGINE SHOP	232.01
	PACIFIC POWER PROD		SMALL ENGINE SHOP	424.62
	PACIFIC POWER PROD	REPAIR #J031	EQUIPMENT RENTAL	1,089.28
102756	PARTS STORE, THE	FUEL FILTER	ER&R	1.87
	PARTS STORE, THE	MOTOR OIL	ER&R	24.74
102757	PETERSON BROS DRYWAL	DRYWALL SERVICE	CITY CLERK	1,251.20
102758	PETTY CASH- PARKS	BOEING EVENT/CONCERT SERIES/RE	RECREATION SERVICES	11.94
	PETTY CASH- PARKS		RECREATION SERVICES	28.16
	PETTY CASH- PARKS		RECREATION SERVICES	30.45
102759	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	37.55
	PGC INTERBAY LLC		MAINTENANCE	42.84
	PGC INTERBAY LLC		PRO-SHOP	42.85
	PGC INTERBAY LLC		PRO-SHOP	50.31
	PGC INTERBAY LLC		MAINTENANCE	50.31
	PGC INTERBAY LLC		PRO-SHOP	94.59
	PGC INTERBAY LLC		PRO-SHOP	101.56
	PGC INTERBAY LLC		PRO-SHOP	105.94
	PGC INTERBAY LLC		PRO-SHOP	110.14
	PGC INTERBAY LLC		PRO-SHOP	110.25
	PGC INTERBAY LLC		PRO-SHOP	115.15
	PGC INTERBAY LLC		MAINTENANCE	116.61
	PGC INTERBAY LLC		PRO-SHOP	132.84
	PGC INTERBAY LLC		MAINTENANCE	165.42
	PGC INTERBAY LLC		MAINTENANCE	217.41
	PGC INTERBAY LLC		MAINTENANCE	220.51
	PGC INTERBAY LLC		PRO-SHOP	249.75
	PGC INTERBAY LLC		MAINTENANCE	255.51
	PGC INTERBAY LLC		PRO-SHOP	391.88
	PGC INTERBAY LLC		MAINTENANCE	463.59
	PGC INTERBAY LLC		PRO-SHOP	486.24
	PGC INTERBAY LLC		PRO-SHOP	521.57
	PGC INTERBAY LLC		MAINTENANCE	908.25
	PGC INTERBAY LLC		MAINTENANCE	1,030.69
	PGC INTERBAY LLC		PRO-SHOP	6,374.29
	PGC INTERBAY LLC		PRO-SHOP	6,908.72
	PGC INTERBAY LLC		MAINTENANCE	11,841.86
	PGC INTERBAY LLC		MAINTENANCE	13,009.22
102760	PILCHUCK RENTALS	SAFETY HELMET	PARK & RECREATION FAC	76.11

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102760	PILCHUCK RENTALS	HARDWARE, PIPE FRAMES AND GEAR	SMALL ENGINE SHOP	186.64
	PILCHUCK RENTALS	SPROCKET, KIT, BARS AND HARDWA	SMALL ENGINE SHOP	246.40
	PILCHUCK RENTALS	APRON CHAPS AND TRUCK STOCK SU	STORM DRAINAGE	322.97
	PILCHUCK RENTALS	CHAIN SAW	PARK & RECREATION FAC	421.01
102761	PLATT ELECTRIC	BULBS	COURT FACILITIES	100.72
	PLATT ELECTRIC		COURT FACILITIES	693.27
102762	PREFERRED ELECTRIC	STILLAGUAMISH TREATMENT BLDG R	WATER FILTRATION PLANT	2,654.72
102763	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	15.53
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	15.53
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	15.53
	PUD	ACCT #2200-2050-7	STREET LIGHTING	23.81
	PUD	ACCT #2048-2969-1	STREET LIGHTING	39.74
	PUD	ACCT #2200-2051-1	STREET LIGHTING	191.61
	PUD	ACCT #2008-1280-8	PUMPING PLANT	565.94
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,500.19
	PUD		STREET LIGHTING	13,295.17
102764	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	10.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	39.37
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	42.75
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	54.69
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	91.55
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	155.85
102765	PURDOM, WAYNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
102766	RAMIREZ, GABRIEL		GENERAL FUND	300.00
102767	RIGGS, SAMUEL	UB 690029000001 4325 92ND ST N	WATER/SEWER OPERATION	32.29
102768	ROCK SOLID RESTAURAN	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
102769	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	4.00
	SCORE	INMATE HOUSING-AUG 2015	DETENTION & CORRECTION	16,493.00
102770	SEATTLE WEDDING SHOW	VENDOR SHOWCASE FOR OPERA HOU	RECREATION SERVICES	1,025.00
102771	SIMS, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	40.00
102772	SNO CO PUBLIC WORKS	PROJECT BILLING	ARTERIAL STREET-GENL	1,317.41
	SNO CO PUBLIC WORKS		TRAFFIC CONTROL DEVICES	17,620.45
102773	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,160.95
102774	SNO CO TREASURER	INMATE MEDICAL/PRESCRIPTIONS	DETENTION & CORRECTION	317.20
102775	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	78,009.35
102776	SOUND SAFETY	JEANS-DOUGLAS	SOLID WASTE OPERATIONS	151.52
	SOUND SAFETY	BOOTS AND JEANS-MOORE, S	COMMUNITY DEVELOPMENT-	292.11
102777	SOUTHERN COMPUTER	MDC BATTERY REPLACEMENTS	COMPUTER SERVICES	196.19
102778	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	97.60
102779	STATE PATROL	BACKGROUND CHECKS	GOLF ADMINISTRATION	10.00
	STATE PATROL		PERSONNEL ADMINISTRATIOI	80.00
102780	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
102781	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLIES	DETENTION & CORRECTION	77.23
102782	TORRANCE, NORMA	UB 212280000000 12903 48TH DR	WATER/SEWER OPERATION	12.27
102783	TRANSPORTATION, DEPT	GOOD TO GO PASS-TRAINING	POLICE TRAINING-FIREARMS	7.00
102784	TYLER TECHNOLOGIES	SOFTWARE INTERFACE SUPPORT	COMPUTER SERVICES	3,264.00
	TYLER TECHNOLOGIES	MUNIS OSDBA	COMPUTER SERVICES	14,219.39
102785	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	1.94
	UNITED PARCEL SERVIC		POLICE PATROL	5.63
	UNITED PARCEL SERVIC		POLICE PATROL	12.22
102786	VERIZON	AMR LINES	METER READING	262.99
102787	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	153.00
	WA STATE TREASURER		GENERAL FUND	45,644.48
102788	WACE	WACE MEMBERSHIP DUES-MCLEOD	COMMUNITY DEVELOPMENT-	240.00
102789	WASTE MANAGEMENT	YARDWASTE/RECYCLING SERVICE	RECYCLING OPERATION	109,565.15
102790	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	415.99
102791	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,370.88
102792	WESTERN FACILITIES	JANITORIAL SUPPLIES	DETENTION & CORRECTION	556.43
102793	WHITE CAP CONSTRUCT	DRIVE PIN	TRANSPORTATION MANAGEM	29.79

DATE: 9/16/2015  
TIME: 8:53:01AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 9/10/2015 TO 9/16/2015**

PAGE: 6

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
102794	WICKERS, JASON & LAU	UB 651449080003 5927 101ST PL	WATER/SEWER OPERATION	117.56
102795	WSSUA	UMPIRES	RECREATION SERVICES	1,632.00
102796	YAKIMA COUNTY DOC	INMATE HOUSING-AUG 2015	DETENTION & CORRECTION	19,151.60
102797	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	2,428.80

WARRANT TOTAL: **789,534.58**

REASON FOR VOIDS:  
UNCLAIMED PROPERTY  
INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL


CHECK # 102668 INITIATOR ERROR (3526.25)

**786,008.33**

# *Index #4*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** September 28, 2015

<b>AGENDA ITEM:</b> Contract Award – 2015 Biosolids Removal and Reuse Project	
<b>PREPARED BY:</b> Kari Chennault, Water Resources Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> Certified Bid Tabulation	
<b>BUDGET CODE:</b> 40250594.563000. S1504	<b>AMOUNT:</b> \$4,588,918.83

**SUMMARY:**

The City of Marysville's Biosolids Removal and Reuse Project will allow for onsite dredging, screening, and dewatering of 8,000 dry tons of biosolids from the City's Wastewater Treatment Plant's northern lagoon. This Project will also include the haul and land application of the dewatered and screened biosolids at a Department of Ecology permitted beneficial use site.

The Project was advertised for a September 10, 2015 bid opening. The City received five bids as shown on the attached certified bid tabulation. The apparent low bidder is American Process Group, Inc. The engineer's estimate for the Project was \$3,954,880.

Contract Bid (Includes Sales Tax):	\$4,370,398.89
Management Reserve (5%):	\$218,519.94
Construction Total:	\$4,588,918.83

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to award the bid for the 2015 Biosolids Removal and Reuse Project in an amount totaling \$4,588,918.83 to American Process Group, Inc.



2015 BIOSOLIDS REMOVAL AND REUSE PROJECT  
CERTIFIED BID TAB 09/10/2015

				APPARENT LOW BIDDER														
				ENGINEER'S ESTIMATE		AMERICAN PROCESS GROUP, INC.		KARL NEEDHAM ENTERPRISES, INC.		MERRELL BROS., INC.		RECORD STEEL AND CONSTRUCTION, INC. DBA RSCI		NATIONAL PLANT SERVICES, INC.		Average		
BASE BID	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
	1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$250,000.00	\$250,000.00	\$122,670.74	\$122,670.74	\$280,000.00	\$280,000.00	\$79,950.00	\$79,950.00	\$218,900.00	\$218,900.00	\$349,000.00	\$349,000.00	\$210,104.15	\$210,104.15
	2	BIOSOLIDS REMOVAL AND REUSE	4,500	DRY TONS	\$420.00	\$1,890,000.00	\$486.84	\$2,190,780.00	\$642.40	\$2,890,800.00	\$731.20	\$3,290,400.00	\$740.00	\$3,330,000.00	\$804.00	\$3,618,000.00	\$680.89	\$3,063,996.00
	3	FORCE ACCOUNT	1	FA	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
		SUBTOTAL				\$2,165,000.00		\$2,338,450.74		\$3,195,800.00		\$3,395,350.00		\$3,573,900.00		\$3,992,000.00		\$3,299,100.15
		SALES TAX (8.8%)				\$190,520.00		\$205,783.67		\$281,230.40		\$298,790.80		\$314,503.20		\$351,296.00		\$283,722.61
		TOTAL BASE BID				\$2,355,520.00		\$2,544,234.41		\$3,477,030.40		\$3,694,140.80		\$3,888,403.20		\$4,343,296.00		\$3,582,822.76
	ADDITIVE ITEM NO. 1																	
	1	ADDITIONAL BIOSOLIDS REMOVAL AND REUSE	3,500	DRY TONS	\$420.00	\$1,470,000.00	\$479.56	\$1,678,460.00	\$642.40	\$2,248,400.00	\$719.25	\$2,517,375.00	\$650.00	\$2,275,000.00	\$804.00	\$2,814,000.00	\$659.04	\$2,306,647.00
		SUBTOTAL				\$1,470,000.00		\$1,678,460.00		\$2,248,400.00		\$2,517,375.00		\$2,275,000.00		\$2,814,000.00		\$2,306,647.00
		SALES TAX (8.8%)				\$129,360.00		\$147,704.48		\$197,859.20		\$221,529.00		\$200,200.00		\$247,632.00		\$198,371.64
		TOTAL ADDITIVE NO. 1				\$1,599,360.00		\$1,826,164.48		\$2,446,259.20		\$2,738,904.00		\$2,475,200.00		\$3,061,632.00		\$2,505,018.64
		TOTAL COMBINED BID CONSTRUCTION COST				\$3,954,880.00		\$4,370,398.89		\$5,923,289.60		\$6,433,044.80		\$6,363,603.20		\$7,404,928.00		\$6,087,841.40

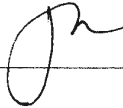
ERROR ADJUSTED



# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 09/28/2015**

<b>AGENDA ITEM:</b> State Homeland Security Grant for Emergency Management	
<b>PREPARED BY:</b> Diana Rose	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$35,000.00
<b>SUMMARY:</b>	

**This grant is purchase equipment and supplies that will enhance the City of Marysville Emergency Operation Center**

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the Snohomish County Homeland Security Grant Agreement



**Snohomish County**  
**HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: <b>City of Marysville</b> <b>1049 State Ave</b> <b>Marysville, WA 98270</b>		2. Grant Agreement Amount:  <b>\$35,000</b>		3. Grant Agreement Number:  <b>E15-082</b>	
4. Sub-grantee Contact, phone: <b>Diana Rose, 360-363-8096</b>		5. Grant Agreement Start Date: <b>9/1/2014</b>		6. Grant Agreement End Date: <b>6/30/16</b>	
7. County Program Manager(s), phone: <b>Bill Ekse, 425-388-5761</b> <b>Tammy Jones, (425) 388-5072</b>		8. Data Universal Numbering System (DUNS):  <b>076658673</b>		9. UBI # (state revenue):  <b>313-014-461</b>	
10. Funding Authority: <b>Snohomish County (County), Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Funding Source Agreement #: <b>EMW-2014-SS-00016-S1</b>		12. Program Index# & OBJ/SUB-OJ: <b>743SZ, 743SH, 743SB, 743SL, 743SC, 743SQ / NZ</b>		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: <b>97.067 – HSGP/ (SHSP-14)</b>	
14. TIN: <b>91-6001459</b>		15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>38, 40-44</b> (BY CONGRESSIONAL DISTRICT): <b>1, 2</b>		16. Service Area by County:  <b>Snohomish</b>	
17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____		18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Sub-Grantee Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		22. PURPOSE: <b>Program Objectives</b> The FFY 2014 Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FFY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Sub-grantee's preparedness activities (scope), timeline (schedule) and budget are detailed in Exhibits C, D and E.	
IN WITNESS WHEREOF, the County, and the Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> <li>1. <b>Applicable Federal and State Statutes and Regulations</b></li> <li>2. <b>Approved Projects</b></li> <li>3. <b>Special Terms and Conditions</b></li> <li>4. <b>General Terms and Conditions, and,</b></li> <li>5. <b>Other provisions of the grant agreement incorporated by reference.</b></li> </ol>					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE COUNTY:			FOR THE SUB-GRANTEE:		
_____ Signature John Lovick, Snohomish County Executive		_____ Date		_____ Signature Jon Nehring, City of Marysville, Mayor	
_____ Signature John Pennington, Director Snohomish County DEM		_____ Date			
CONTRACT FORM ONLY Reviewed and Approved: Margaret King, Deputy Prosecuting Attorney 10/24/14					

Exhibit A

**SPECIAL TERMS AND CONDITIONS****ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

COUNTY		SUB-GRANTEE	
Name	<b>Tammy Jones</b>	Name	<b>Diana Rose</b>
Title	<b>Regional Coordinator - SHSP</b>	Title	<b>Risk/Emergency Mgmt. Officer</b>
E-Mail	<b><u>Tammy.Jones@co.snohomish.wa</u></b>	E-Mail	<b><u>DRose@marysvillewa.gov</u></b>
Phone	<b>425- 388-5072</b>	Phone	<b>360-363-8096</b>
Name	<b>Bill Ekse</b>	Name	<b>Gloria Hirashima</b>
Title	<b>Regional Coordinator - UASI</b>	Title	<b>Chief Administrative Officer</b>
E-Mail	<b><u>Bill.Ekse@co.snohomish.wa.us</u></b>	E-Mail	<b><u>GHirashima@marysvillewa.gov</u></b>
Phone	<b>425-388-5061</b>	Phone	<b>360-363-8088</b>
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

**ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Sub-grantee shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the FFY 2014 HSGP Program, including, but not limited to, all criteria, restrictions and requirements of the "Department of Homeland Security Funding Opportunity Announcement FFY 2014 Homeland Security Grant Program" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2014-SS-00016-S01, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference.

The Sub-grantee acknowledges that since this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the County, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the County, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements, which must be met prior to reimbursement, apply to all DHS/FEMA Preparedness Grants administered by the County.

**1. REIMBURSEMENT & BUDGET REQUIREMENTS**

- a. This is a fixed price, reimbursement Grant Agreement. Within the total Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. Any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050

- c. and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by the County or Department key personnel.
- d. Copies of receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be included with the Subgrantee's reimbursement requests. Originals are to be maintained by the Subgrantee and be made available upon request by the County, the Department, and local, state, or federal auditors. The Sub-grantee will submit reimbursement requests to the County's Key Personnel by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the County) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the County no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.
- e. Any request for extension of a due date will be treated as a request for Amendment of the Agreement and must be submitted to the County's Key Personnel sufficiently in advance of the due date to provide adequate time for County review and consideration, and can be granted or denied within the County's sole discretion and availability within the County's contract approval from the Department.
- f. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the County within 10 working days after the Agreement End Date, except as otherwise authorized by written amendment of the Agreement unless written approval is issued from the County as permitted by amendment.
- g. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Agreement Amount.
- h. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
- i. Requests for reimbursement of equipment purchases must include a copy of the vendor's invoice and packing slip or a statement signed and dated by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the County has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.
- l. Cumulative changes to budget categories in excess of 10% of the Agreement amount will not be reimbursed without prior written authorization from the County. In no case shall the total budget amount exceed the Agreement amount. Budget categories are as specified or defined on the Budget Sheet Exhibit E of the Agreement. Any changes to

budget categories other than in compliance with this paragraph will not be reimbursed.

- m. The Sub-grantee is to ensure that Federal funds received under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The HSGP Program prohibits supplanting, and the Sub-grantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

## **2. REPORTING REQUIREMENTS**

- a. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought in the format provided by the County.
- b. The Sub-grantee shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the County Attachment #1 attached to and made a part of this Agreement.
- c. The Sub-grantee shall participate in the State's annual capabilities assessment for the State Preparedness Report.

## **3. EQUIPMENT MANAGEMENT**

All equipment purchased under this Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

- a. Allowable equipment categories for the FFY 2014 HSGP Program are listed on the web-based version of the Authorized Equipment List (AEL) located at the DHS Lessons Learned Information Sharing Responder Knowledge Base Home Page sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Reimbursement will only be provided for purchases of the following equipment: (1) equipment identified on the AEL as applicable to the HSGP program for which the Sub-grantee has received written approval from the Department prior to purchase and, (2) equipment not identified on the AEL as allowable under the HSGP Program for which the Sub-grantee has received written approval from FEMA through the Department prior to purchase. Sub-grantees must contact the Department for assistance in seeking FEMA approval for purchase of equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using HSGP Program funds. No reimbursement will be provided unless the appropriate prior written approval has been provided.
- b. Upon successful completion of the terms of this Agreement, all equipment purchased through this Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
- c. The Sub-grantee, or a recognized sub-recipient/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.

- d. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- e. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
- f. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- g. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the County and the Department.
- h. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
- i. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
  - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
  - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
- j. As a recipient of federal funds, the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.
- k. The Sub-grantee must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

#### **4. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

The Sub-grantee shall ensure full compliance with FEMA's Environmental Planning and Historic Preservation (EHP) Program.

- a. Sub-grantees proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and

facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.

- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are released to carry out the proposed project.

## **5. PROCUREMENT**

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement, and as specified in the General Terms and Conditions, Exhibit B, A.28. All sole source contracts expected to exceed \$100,000 must be submitted to the County for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

## **6. SUB-GRANTEE MONITORING**

- a. The County will monitor the activities of the Sub-grantee from award to closeout. The goal of the County's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- b. To document compliance with OMB Circular A-133 requirements, the Sub-grantee shall complete and return to the County Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Agreement and each fiscal year thereafter until the Agreement is closed, upon which the completed form is incorporated in and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget and federal requirements;
  - v. observation and documentation of Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

## **7. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and

vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2014 (FFY14) federal preparedness funding, to include HSGP, NIMS compliance requirements for 2014 must be met.

## B. HSGP SPECIFIC REQUIREMENTS

1. FFY 2014 HSGP stipulates the following for overall grant funding:
  - a. Up to five percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.
  - b. At least twenty-five percent of the combined HSGP funds allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA allocation can be from SHSP, UASI or both.
  - c. Personnel expenses may not exceed fifty percent of the HSGP award.
  - d. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 20134 HSGP grant stipulations as the requirements apply to the overall grant program:
    - i. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum five percent.
    - ii. The Grant Agreement LETPA percentage may vary, but the Sub-grantee must meet the percentage identified on the Budget Sheet as a minimum.
    - iii. The Grant Agreement percentage for personnel expenses may vary, but the Sub-grantee must not exceed the percentage identified on the Budget Sheet.
2. Use of funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
3. SHSP-funded projects must address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from **acts of terrorism** and other catastrophic events.  
  
In addition, SHSP projects are to support the implementation of the National Preparedness Guidelines, the National Incident Management System, the National Response Framework, the National Strategy for Information Sharing, the National Infrastructure Protection Plan, and the State Preparedness Report.
4. The Sub-grantee shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the County.
5. Exercises should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Upon completion of the

exercise, an After Action Report and an Improvement Plan must be prepared and submitted as stipulated in the [https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx)

6. Sub-grantees will provide reports and/or assist with completion of reports required by the grant including but not limited to the SPR, THIRA, core capabilities assessment, and data calls.
7. The Sub-grantee shall submit all proposed equipment purchases for preapproval to the Department's Equipment Subcommittee, to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs shall be made until approval has been provided by the Equipment Subcommittee.
8. Equipment purchased with funds from DHS grant programs is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.

### C. DHS - FFY14 HSGP TERMS AND CONDITIONS

As a recipient of HSGP Program funding, the Sub-grantee shall comply with all applicable DHS terms and conditions of the FFY14 HSGP Award Letter documents for DHS Grant No. EMW-2014-SS-00016-S01, which are incorporated herein by reference, including but not limited to the following:

#### 1. Assurances, Administrative Requirements and Cost Principles

- a. The Sub-grantee, as a recipient of DHS federal financial assistance, must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to Sub-grantees of DHS awards originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

- b. The cost principles that apply to Sub-grantees of DHS awards through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal Sub-grantees of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.



**2. Acknowledgment of Federal Funding from DHS**

All Sub-grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**3. Activities Conducted Abroad**

All Sub-grantees must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**4. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All Sub-grantees who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Sub-grantees may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**5. Copyright**

All Sub-grantees must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**6. Debarment and Suspension**

All Sub-grantees must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**7. Drug-Free Workplace Regulations**

All Sub-grantees must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**8. Duplication of Benefits**

State, Local and Tribal Sub-grantees must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**9. False Claims Act and Program Fraud Civil Remedies**

All Sub-grantees must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**10. Federal Debt Status**

All Sub-grantees are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

**11. Fly America Act of 1974**

All Sub-grantees must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**12. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all Sub-grantees must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**13. Lobbying Prohibitions**

All Sub-grantees must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**14. Non-supplanting Requirement**

Sub-grantees who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, Sub-grantees may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**15. Trafficking Victims Protection Act of 2000**

All Sub-grantees must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Sub-grantee;

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**16. USA Patriot Act of 2001**

All Sub-grantees must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA Patriot Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**17. Use of DHS Seal, Logo and Flags**

All Sub-grantees must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**18. DHS Specific Acknowledgements and Assurances**

All Sub-grantees must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Sub-grantees must cooperate with any compliance review or complaint investigation conducted by DHS.
- b. Sub-grantees must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- c. Sub-grantees must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- d. Sub-grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, Sub-grantees must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **19. Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into this Agreement by reference. By accepting this award and entering this Agreement, the Sub-grantee agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the HSGP Funding Opportunity Announcement.

#### **20. Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Sub-grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-grantee acceptance of the changes to the award.

Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **21. Age Discrimination Act of 1975**

All Sub-grantees must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **22. Americans with Disabilities Act of 1990**

All Sub-grantees must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **23. Title VI of the Civil Rights Act of 1964**

All Sub-grantees must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**24. Civil Rights Act of 1968**

All Sub-grantees must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Sub-grantees from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**25. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All Sub-grantees must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Sub-grantees of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a Sub-grantee can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

**26. SAFECOM**

Sub-grantees who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**27. Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All Sub-grantees must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**28. Rehabilitation Act of 1973**

All Sub-grantees must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**29. Reporting Subawards and Executive Compensation**

- a. Reporting of first-tier subawards.
  - i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L.

111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

- ii. Where and when to report.
    - You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
    - For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  - iii. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at <http://www.fsr.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.
- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - the total Federal funding authorized to date under this award is \$25,000 or more;
    - in the preceding fiscal year, you received –
      - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. Where and when to report. You must report executive total compensation described in paragraph b.i. of this award term:
    - As part of your registration profile at <http://www.sam.gov>.
    - By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
    - in the subrecipient's preceding fiscal year, the subrecipient received-
      - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.i. of this award term:
- To the recipient.
  - By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions
- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- Subawards, and
  - The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
- i. Entity means all of the following, as defined in 2 CFR § 25.320:
- A Governmental organization, which is a State, local government, or Indian tribe;
  - A foreign public entity;
  - A domestic or foreign nonprofit organization;
  - A domestic or foreign for-profit organization;
  - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR §170.315.
- iii. Subaward, as defined in 2 CFR § 170.325:
- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
- Receives a subaward from you (the recipient) under this award; and
  - Is accountable to you for the use of the Federal funds provided by the subaward.
- v. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- Salary and bonus.

- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical
- Reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Exhibit B

**GENERAL TERMS AND CONDITIONS**  
**Department of Homeland Security (DHS)/**  
**Federal Emergency Management Agency (FEMA) Grants**

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. "**Sub-grantee**" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. "**Sub-grantee Agent**" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. "**Grantee**" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, Snohomish County is the Grantee. The Grantee and the County are one and the same.
- e. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. "**Investment Justification**" means grant application investment justification submitted by the Sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. "**PL**" – is defined and used herein to mean the Public Law.
- h. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
- i. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
- j. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
- k. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend \$500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and



requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Sub-grantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub-grantee must respond to County or the Department's requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the County or the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and the letter no later than nine (9) months after the end of the Sub-grantee's fiscal year(s) to:

**Regional Coordinator  
Snohomish County – Dept. of Emergency Management  
720 80<sup>th</sup> Street SW, Building A  
Everett, WA 98203**

In addition to sending a copy of the audit, the Sub-grantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Sub-grantee claims it is exempt from the audit requirements of Circular A-133, Sub-grantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Sub-grantee fiscal year(s) to the same address shown above. The County retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Sub-grantees failure to comply with said audit requirements may result in one or more of the following actions in the County's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.3 ADVANCE PAYMENTS PROHIBITED**

The County shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Sub-grantee shall not invoice the County in advance of delivery and invoicing of such goods or services.

**A.4 AMENDMENTS AND MODIFICATIONS**

The Sub-grantee or the County may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the County and the Sub-grantee. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Sub-grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

County and Sub-grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Sub-grantee certifies upon signing this agreement that the Sub-grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the County or the Department, the Sub-grantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sub-grantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Sub-grantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Sub-grantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the Sub-grantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Sub-grantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

The Sub-grantee also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of

this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the County; no member, officer, or employee of the Sub-grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the Sub-grantee who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Sub-grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Sub-grantee and all its contractors shall comply with, and the County is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Sub-grantee's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the County may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The Sub-grantee is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the County for any purpose not directly connected with the administration of the County's or the Sub-grantee's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the County or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the County, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the Sub-grantee, its successors or assigns, will protect, save and hold harmless the County, the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Sub-grantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Sub-grantee further agrees to defend the County, the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the County; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the County's Authorized Signature representative and the Authorized Signature representative of the Sub-grantee or Alternate for the Sub-grantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Sub-grantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the County may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the County has no obligation to do so.

- A.16 NONASSIGNABILITY  
Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Sub-grantee.
- A.17 NONDISCRIMINATION  
The Sub-grantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.
- A.18 NOTICES  
The Sub-grantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.
- A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)  
The Sub-grantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee's performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the County and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the County, as a result of the failure of the Sub-grantee to so comply.
- A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES  
The County makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the County, the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.
- A.21 POLITICAL ACTIVITY  
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
- A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION  
The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.
- A.23 PUBLICITY  
The Sub-grantee agrees to submit to the County prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the County's name is mentioned or language used from which the connection of the County's name may, in the County's judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the County. The Sub-grantee may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS

- a. The Sub-grantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sub-grantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The Sub-grantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the County, the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Sub-grantee with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the Sub-grantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day.
- d. The Sub-grantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the County undertakes to assist the Sub-grantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Sub-grantee. The County undertakes no responsibility to the Sub-grantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Sub-grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Sub-grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Sub-grantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Sub-grantee in connection with the project. The Sub-grantee shall not look to the County, the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The Sub-grantee shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the Sub-grantee.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- 2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- 5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.
- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent



to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The County reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and the County to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the County in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the County, the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, the Department or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the Sub-grantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Sub-grantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the Sub-grantee may terminate this Grant Agreement by providing written notice of such termination to the County's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the County, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Sub-grantee. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds. In the event of termination, the Sub-grantee shall be



liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the County, in its sole discretion, determines the Sub-grantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Sub-grantee unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the County has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The County may notify the Sub-grantee in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Sub-grantee an opportunity to cure if it is not feasible as determined solely within the County's discretion. Any time allowed for cure shall not diminish or eliminate the Sub-grantee liability for damages or otherwise affect any other remedies available to the County. If the County allows the Sub-grantee an opportunity to cure, the County shall notify the Sub-grantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, the Grant Agreement may be terminated in whole or in part.

The County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Sub-grantee, if allowed, or pending a decision by the County to terminate the Grant Agreement in whole or in part.

In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Sub-grantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Sub-grantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the County terminates this Grant Agreement, the Sub-grantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the County may require the Sub-grantee to deliver to the County any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the County shall pay to the Sub-grantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the County prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Sub-grantee and the County for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the County, (iii) other work, services and/or equipment or supplies which are accepted by the County, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the County shall determine the extent of the liability of the County. The County shall have no other obligation to the Sub-grantee for termination. The County may withhold from any amounts due the Sub-grantee such sum as the County determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Sub-grantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the Grant Agreement had been completed, would have been required to be furnished to the County;
- f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the County has or may acquire an interest.

#### A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Sub-grantee may be required to provide to the County copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

#### A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Sub-grantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Sub-grantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

#### A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the County in writing. The County's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Snohomish County, Washington. The Sub-grantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

## Exhibit C

**2014 Homeland Security Grant (HSGP)  
STATE HOMELAND SECURITY PROGRAM (SHSP)  
WORK PLAN/APPROVED PROJECTS**

**Agency:** **City of Marysville – Emergency Management**

The Washington State Military Department Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY 2014 Homeland Security Grant Program (HSGP) is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of citizen preparedness and of emergency responders.

Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified. Snohomish County is the Region 1 RHSCO. Region 1 has been approved for the projects listed below. The **City of Marysville** is located within Snohomish County.

**City of Marysville** (herein known as the Sub-Grantee) is authorized for grant spending in Project # 2 and 4 of the following approved project(s).

<b>PROJECT # 1</b>	<b>Planning (Sustainment) &amp; Threat and Hazard Identification (THIRA)</b>
Description	Strengthen individual agency and regional coordination through consistent and coordinated all-hazards, whole community planning, continued compliance with NIMS requirements (including Typed Resources), execution of Homeland Security program deliverables, information sharing (with counties, tribes, and state and federal agencies), and general grant management support including audits and sub-recipient monitoring. Participate in the development and maintenance of THIRA documents, Training & Exercise planning, the statewide Strategic Plans, as called upon by the S.A.C., and the State Preparedness Report.
<b>PROJECT # 2</b>	<b>Community Resilience &amp; Public Information and Warning</b>
Description	Planning, outreach, and education to ensure whole community resiliency. Participate in outreach activities and purchase of outreach materials. Support public education campaigns including preparedness presentations to schools and care facilities through development, printing and media expenses designed to encourage preparedness activities. Campaigns include "Make It Through" and "Who Depends on You".
<b>PROJECT # 3</b>	<b>CBRNE Response</b>
Description	Funding of equipment to support the following project areas: Forensics & Attribution; Interdiction & Disruption; Mass Search & Rescue operations; On-scene Security & Protection; Screening, Search & Detection; Response – Health & Safety, This project may also include funding support of marine and aviation response assets.
<b>PROJECT # 4</b>	<b>Communications: Operational Communications &amp; Operational Coordination</b>
Description	<b>Funding of equipment for EOC capability</b> and emergency power upgrades; fiber-optic connectivity, equipment for communications – voice and data (EOC, responder and amateur); as well as repairs, replacement, and upgrades of previous SHSP purchased equipment.
<b>PROJECT # 5</b>	<b>CIKR: Physical Protective Measures &amp; Access Control and Identity Verification</b>
Description	Funding of equipment to strengthen physical security of critical infrastructure and key resources. This project may also support equipment for credentialing of First Responders, emergency support function (ESF) individuals, and volunteers.
<b>PROJECT # 6</b>	<b>Public Health &amp; Medical, Mass Care and Fatality Management</b>
Description	Funding of equipment for pre-hospital triage, medical surge, and patient tracking and treatment. This project also supports the funding of supplies for emergency hydration, feeding and sheltering of victims and their pets. This project supports the funding of equipment for body/personal effects recovery, for forensic and physical evidence recovery, and for victim identification.

Exhibit D

**TIMELINE**


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**FFY14 Homeland Security Grant Program (HSGP)  
State Homeland Security Program (SHSP)**


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<b>MILESTONE</b>	<b>TASK</b>
September 1, 2014	Start of Grant Agreement performance period
Monthly/Quarterly	Submission of Reimbursement Requests and Progress Report (monthly preferred, but at least quarterly)
January 15, 2015	Grant Funded Typed Resource Report (start of executed contract through December 2014, as applicable)
July 15, 2015	Grant Funded Typed Resource Report (Jan – Jun 2015)
January 15, 2016	Grant Funded Typed Resource Report (Jul – Dec 2015)
July 15, 2016	Grant Funded Typed Resource Report (Reporting Period: Jan-Jun 2016)
June 30, 2016	Agreement End Date. All work ceases. Grant performance period ends
NLT: 10 working days after Grant performance period ends	<b>Closeout</b> Report and Grant Funded Typed Resource Report, (if applicable) Final Request for Reimbursement and Progress Report. Report are due before final invoice is reimbursed.

**Budget**  
**FFY14 Homeland Security Grant Program (HSGP)**  
**State Homeland Security Program (SHSP)**

**City of Marysville**

SOLUTION AREA	CATEGORY	AMOUNT
<b>PLANNING</b>	Salaries & Benefits	
	Goods & Services	\$ 5,000
	Travel/Per Diem	
	Pass Through - Non-personnel	
	<i>Subtotal</i>	\$ 5,000
<b>EQUIP</b>	Equipment	\$ 30,000
	Equipment - pass through	
	<i>Subtotal</i>	\$ 30,000
<b>TRAINING</b>	Goods & Services	\$ -
	Travel/Per Diem	
	Pass Through - Non-personnel	
	<i>Subtotal</i>	\$ -
<b>EXERCISE</b>	Consultants/Contractors - Personnel	\$ -
	Goods & Services	\$ -
	Pass Through - Non-personnel	\$ -
	<i>Subtotal</i>	\$ -
<b>M&amp;A</b>	Salaries & Benefits	\$ -
	Goods & Services	\$ -
	Travel/Per Diem	\$ -
	<i>Subtotal</i>	\$ -
<b>TOTAL Allocated AMOUNT:</b>		<b>\$ 35,000</b>
<b>Less Equipment Pass Through (direct contract with Military Department)</b>		<b>\$ -</b>
<b>TOTAL Contract AMOUNT:</b>		<b>\$ 35,000</b>

<b>Law Enforcement Terrorism Prevention Activities</b>	<b>0% of Agreement Amount</b>
<b>Personnel Expenses: \$ -</b>	<b>0% of Agreement Amount</b>

Cumulative changes to Solution Areas in excess of 10% of the contract award will not be reimbursed without prior written authorization from the County.

To manage HSGP caps (5% M&A and 50% Personnel expenses) reimbursement requests for Management & Administration and Personnel expenses above the current allocation will not be reimbursed without approved amendment.

## ATTACHMENT #1

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET  
For Compliance With The  
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

**ADDITIONAL PROVISIONS**

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
  1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information

about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
  2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.



## WORKSHEET

<b>Subrecipient Agency:</b> City of Marysville				
<b>Grant and Year:</b> SHSP - FFY 2014		<b>Agreement Number:</b> E15-082		
<b>Completed by:</b>				
	<u>                    </u> Name	<u>                    </u> Title	<u>                    </u> Telephone	
<b>Date Completed:</b>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open><http://www.hrsa.gov/grants/ffata.html><http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf><http://www.grants.gov/>

## ATTACHMENT #2

**OMB Circular A-133 Audit Certification Form**  
Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	City of Marysville
Authorized Financial Official:	
Address:	
Email:	Phone #:

**Purpose:** As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

**Directions:** As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to A-133 requirements, you must complete Section A of this Form. If your entity **is** required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133**

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133**

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:** <http://www.>\_\_\_\_\_.
- We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:** <http://www.>\_\_\_\_\_.
- Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time unless it will be available online at:  
<http://www.>\_\_\_\_\_.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Financial Official: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

WMD Form 1009-13, 8/19/2013

# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 28, 2015**

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Tonya Miranda, Interim Executive Assistant/Analyst	AGENDA NUMBER:	
ATTACHMENTS:  1. Hotel/Motel Committee Scoring Criteria 2. Hotel/Motel Committee Final Ranking	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee convened on September 10, 2015 to review grant applications. The committee interviewed grant applicants and then scored all proposals. Funding available through 2016 is \$100,000. The committee recommended award of \$100,000 to the grant applicants.

The Committee recommends the following funding for projects:

Snohomish County Tourism Bureau – Visitor Information Center	\$4,500
City of Marysville Parks Department – Tour of Lights	\$10,000
Maryfest – 2016 Strawberry Festival	\$20,000
City of Marysville Police Department – Special Event Services	\$20,000
City of Marysville Streets and Sanitation Department – Special Event Service	\$11,500
City of Marysville Parks Department – 125 <sup>th</sup> Anniversary Celebration	\$15,000
Marysville Historical Society – Museum/Community Center	\$15,000
Greater Marysville/Tulalip Chamber of Commerce – Oktoberfest	\$4,000

RECOMMENDED ACTION: Approve Hotel/Motel Committee Recommendation to award funding.
--

COUNCIL ACTION:
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## 2015 Hotel/Motel Tax Grant Application Rating Sheet

Please complete a scoring sheet for each of the Hotel/Motel Tax Grant applications. Use the rating scale of 0-10 or 0-5 as indicated for each category. "0" is the lowest score available. There is a total of 70 points possible per rating sheet.

**Organization Name:**

**Evaluator's Name:**

Category	Definition	Points Available	Points Allocated
Project Eligibility	Applicant clearly defines the tourism project. The proposal indicates how it will increase tourism, which could include attracting and welcoming tourists; strategies to expand tourism; marketing of special events and festivals designed to attract tourists.	20	
Project Management	Applicant demonstrates the ability to successfully implement and manage the project in a timely manner, within budget, and consistent with the funding requirements	10	
Needs Assessment	Applicant objectively establishes the acuteness of the community need that the proposed project seeks to address.	10	
Budget	Project estimates and costs are reasonable and well supported or justified relative to the number of persons to be served and the services to be provided. Budget forms are accurate and thorough.	10	
Project Partnerships	Applicant demonstrates collaboration with other organizations in the community.	5	
Tourism	Applicant shows a viable estimate for how many tourists the event is estimated to generate. For strategic or marketing related grant requests (non-event based) the applicant demonstrates how the project will drive tourism through ongoing efforts.	10	
Project Scalability	Project is scalable and can be funded in part and still be viable.	5	
Proof of Non-Profit Status	Did the applicant provide evidence of their non-profit status (i.e. copy of the certificate signed by the Secretary of State for the State of Washington and/or a copy of the Federal Internal Revenue Service letter confirming 501(c)(3) status). Was a tax identification number provided on the application? NOTE: City of Marysville projects do not require proof of non-profit status.	Yes or No	

City of Marysville 2015 Application Rating Sheet

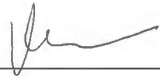
## 2015-2016 Hotel/Motel Grant Applicants

Grant Applicant	Project Name	Proof of Non-Profit Status	Total Scoring	Requested Amount	Committee Recommended Funding
Snohomish County Tourism Bureau	Sno Co Visitor Info Center Program	Yes	245	\$ 4,500.00	\$ 4,500.00
City of Marysville	Tour of Lights	City of Marysville	238	\$ 10,579.00	\$ 10,000.00
Maryfest	Marysville Strawberry Festival	Yes	233	\$ 45,000.00	\$ 20,000.00
City of Marysville	Special Event Support Services	City of Marysville	228	\$ 25,000.00	\$ 20,000.00
City of Marysville	Strawberry Festival Support Services	City of Marysville	228	\$ 23,573.00	\$ 11,500.00
City of Marysville	Marysville 125th Anniversary	City of Marysville	227	\$ 17,255.00	\$ 15,000.00
Marysville Historical Society	Museum/Community Center	Yes	189	\$ 65,000.00	\$ 15,000.00
Greater Marysville/Tulalip Chamber of Commerce	Chamber Days	Yes	182	\$ 45,194.00	\$ -
Greater Marysville/Tulalip Chamber of Commerce	Oktoberfest	Yes	170	\$ 5,545.00	\$ 4,000.00
Greater Marysville/Tulalip Chamber of Commerce	Regional Visitors Info Center	Yes	161	\$ 28,827.58	\$ -
Greater Marysville/Tulalip Chamber of Commerce	Golf Tournament	Yes	158	\$ 10,450.00	\$ -
Greater Marysville/Tulalip Chamber of Commerce	Car Show	Yes	158	\$ 6,905.00	\$ -
Greater Marysville/Tulalip Chamber of Commerce	Mother Daughter Fashion Show	Yes	137	\$ 9,014.00	\$ -
<b>Total Requested</b>				<b>\$ 296,842.58</b>	<b>\$ 100,000.00</b>

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 09/28/15**

<b>AGENDA ITEM:</b> Supplemental Extension Agreement No. 1 Nonexclusive Communication Site Sublease (I-COM)	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Facilities	
<b>ATTACHMENTS:</b> Supplemental Extension Agreement No. 1, Original Sublease	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$25,890.00

**SUMMARY:**

In 2010, the City entered into a Nonexclusive Communication Site Sublease with Island County Emergency Services Communication Center (I-COM) to the Snohomish County Emergency Radio System (SERS) Master Site Lease at the Highway 9 Reservoir Site. According to paragraph 6 TERM of the Original Sublease, the parties can extend the agreement for one (1) additional five (5) year term which would commence on October 1<sup>st</sup>, 2015 and terminate at midnight on September 31<sup>st</sup>, 2020.

The extension increases the annual payment by \$142.03, to \$4,876.50. The annual payment will increase by 3% for each subsequent year.

The original Contract calls for a rate study to be performed to determine what the rate increase should be for the next 5 years. Conducting this rate study has proven to be very difficult using information from other jurisdictions. Radio equipment type, sizes, and locations on other towers vary and contracts seem to vary quite a bit as well so it is difficult to find common conditions to base an increase.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Extension No. 1 to the Nonexclusive Communication Site Sublease with Island County Emergency Services Communication Center (I-COM) extending the lease period to September 31<sup>st</sup>, 2020, increasing the rent to \$4,876.50 for the first year and increasing the payment by 3% for each subsequent year, totaling \$25,890.00 over the term of the lease.



**SUPPLEMENTAL - EXTENSION AGREEMENT NO. 1  
TO NONEXCLUSIVE COMMUNICATION SITE SUBLEASE BETWEEN  
CITY OF MARYSVILLE  
AND ISLAND COUNTY EMERGENCY SERVICES COMMUNICATION CENTER  
FOR A TELECOMMUNICATION SUBLEASE**

This Supplemental Extension Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City" or "Marysville"), and Island County Emergency Services Communication Center, a public agency created by interlocal agreement and sometimes called "I-COM" ("Sublessee").

**WHEREAS**, the parties hereto have previously entered into an Agreement to provide the Sublessee with a Nonexclusive Communication Site Sublease said Agreement being dated September 27<sup>th</sup>, 2010; and

**WHEREAS**, both parties desire to extend the Agreement pursuant to paragraph 6 TERM for an additional five (5) years for the term commencing on October 1<sup>st</sup>, 2015 and terminating at midnight September 30th, 2020.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties agree as follows:

1. As permitted by section 6 of the Agreement the term of the Agreement is extended for an additional five (5) years commencing on October 1<sup>st</sup>, 2015, and terminating at midnight September 31<sup>st</sup>, 2020.

All other provisions of the Agreement remain in full force and effect.

This Agreement may be executed in two counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL – EXTENSION AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

ISLAND COUNTY  
EMERGENCY SERVICES  
COMMUNICATION CENTER

By \_\_\_\_\_  
Jon Nehring , Mayor

By \_\_\_\_\_  
Chairman of the Board of Directors  
I-COM

Approved as to form:

By \_\_\_\_\_  
Jon Walker, City Attorney

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
April O'Brien, Deputy City Clerk

## NONEXCLUSIVE COMMUNICATION SITE SUBLEASE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE (this "Sublease") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City" or "Sublessor"), and Island County Emergency Services Communications Center, a public agency, created by Interlocal Agreement for Island County Emergency Services Communication Center, as amended by First Amendment to Interlocal Agreement for Island County Emergency Services Communication Center (hereinafter sometimes called "I-COM" or "Sublessee") this 27 day of September, 2010.

### RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has constructed a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements with third-party co-locators.
- IV. Sublessee desires to enter into a sublease with the City on the terms and conditions of this Sublease for the equipment installed or to be installed.

### AGREEMENT

In consideration of the mutual covenants contained in this Sublease, the parties agree as follows:

#### 1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Sublessee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. **WARRANTY OF CITY.** The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Sublessee, either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Sublessee's intended use.

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3. **NONEXCLUSIVE.** This is a nonexclusive Sublease and Sublessee acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease the site and improvements to other sublessees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease is expressly preconditioned upon any preconstruction interference study conducted by or delivered to the City showing that Sublessee's agreed equipment will not cause interference as the City may determine. In the event of an unacceptable interference, at the option of the City, the City may declare this Sublease null and void and of no force and effect. Unless set out in **Exhibit A**, there are no other preconditions to Sublessee's payment and performance under this lease. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease upon the stated effective date and sublessee shall fully pay all rents and other charges due and perform all obligations of Sublessee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease to Sublessee and Sublessee agrees to lease from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit B** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit B** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit B** (the "Equipment and Structures List"). By taking possession of the premises, Sublessee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be for five (5) years and shall commence on October 1, 2010 and end on September 30, 2015. The term may be extended as permitted under the terms of this Sublease for one (1) additional five (5) year term.

7. **EXERCISE OF OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease, and Sublessee has faithfully and fully performed all terms and conditions of this Sublease, Sublessee shall have the right to extend this Sublease on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred fifty (150) days before the termination date, Sublessee shall give the City written notice of its intent to extend this Sublease. Said notice shall be addressed and mailed in accordance with paragraph 31a of this Sublease.



b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease. If there are costs associated with said study, Sublessee shall reimburse the City's costs.

c. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Sublessee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit B** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit B**. The City may require that Sublessee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Sublessee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Sublessee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Unless waived or modified by SERS, Sublessee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. As currently drafted the General Terms and Conditions limit said fee to not exceed \$12,500. Said fee shall be paid upon execution of this Sublease.

b. **City Siting Fee.** Because Sublessee is another Washington State government unit, City waives any City siting fee.

c. **Security Deposit.** Because Sublessee is another Washington State government unit, City waives any City security deposit.

d. **Annual Base Rent.** Sublessee shall pay the City annual base rent in the amount of \$4,084.00. Annual base rent for the first year shall be due and payable on the commencement date. Annual base rent for subsequent years of this Sublease shall be due and payable on the anniversary of the commencement date. Should the City allow Sublessee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ration to account for additions or changes in the middle of a lease year. At the option of Sublessee, the annual rent may be paid in 12 equal payments, the first due on October 1, 2010 with subsequent payments due on the first day of each succeeding month.

d. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted 3 % per year beginning with the lease year commencing on the first anniversary of the commencement date. .

e. **Insurance Cost.** If as a result of this Sublease the City's cost for any insurance shall increase, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f. **Utilities Cost.** If all of the utilities to Sublessee's equipment and facilities are not separately metered and billed to Sublessee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease, or the City's receipt of payments under this Sublease, upon the City's payment of said tax, the City shall invoice sublessee for the tax imposed upon the City. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

#### 10. **LATE PAYMENTS; INTEREST.**

a. **Late Charge.** If any rent, additional rent or other charge is not received by the City from Sublessee within ten (10) days of its due date, Sublessee shall immediately pay the City a late charge equal to five percent (5%) of the amount of the rent, additional rent or other charge. Payment of a late charge shall not be construed as a waiver of any other rights that the City may have under this Sublease.

b. **Interest.** In addition to all other charges, Sublessee shall pay to the City interest at the rate of one percent (1%) per month, or the maximum legal rate of interest, whichever is less, on any rent, additional rent, or other charge from any after the 10th day after the amount is due.

11. **TAXES.** Sublessee shall timely pay all taxes, real, personal or otherwise, if any which become due and payable for or on account of this Sublease or location of the agreed



equipment on the premises. Upon request, evidence of all such payments shall be provided to the City. Sublessee shall insure that no lien is imposed upon the premises and agrees to indemnify the City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses, and consultants) which may be imposed upon, or incurred by City to address taxes owed by sublessee.

**12. USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Sublessee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Sublessee's equipment shall be at the sole cost and expense of Sublessee. Sublessee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Sublessee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Sublessee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Sublessee shall remove its equipment and materials from the premises upon the termination of this Sublease at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Sublessee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Sublessee shall be relieved of the duty to otherwise remove the same. If Sublessee is required to remove its materials and equipment, Sublessee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Sublessee and Sublessee shall hold the City harmless from any portion thereof.

**13. EQUIPMENT AND MATERIALS UPGRADE.** Sublessee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

**14. MAINTENANCE.**

a. Sublessee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Sublessee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Sublessee shall have sole responsibility for the maintenance, repair and security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease term.

c. Sublessee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Sublessee shall take reasonable measures at Sublessee's sole cost to cover and/or protect Sublessee's equipment, personal property or materials.

**15. LIENS.** Sublessee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Sublessee, or claimed by or through Sublessee. Sublessee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

**16. PREMISES ACCESS.**

a. Sublessee at all times during this Sublease, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Sublessee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Sublessee to examine and inspect the premises for safety and to ensure that the Sublessee is complying with the provisions of this Sublease.

**17. UTILITIES.** Unless separate metering is not available, Sublessee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease.



Sublessee shall pay all costs associated with arranging for said metering and Sublessee shall pay all utility charges as and when they come due. Sublessee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Sublessee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or losses resulting from such interruption or failure.

18. **LICENSE FEES.** Sublessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Sublessee's use of the premises.

19. **INTERFERENCE.** Sublessee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Sublessee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time, at Sublessee's expense, obtain an interference study to determine if Sublessee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Sublessee's agreed equipment. If Sublessee's agreed equipment causes interference, Sublessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Sublessee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease.

The City may receive requests to sublease to co-locators. If after installation of Sublessee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Sublessee of the proposal, and the City will supply Sublessee with such information as the third party will provide for review for noninterference. Sublessee shall have thirty (30) days to review and comment on the information supplied. If Sublessee does not object in writing within the said thirty (30) days, then Sublessee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Sublessee's agreed equipment and operation. If Sublessee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Sublessee subsequent noninterference with Sublessee's agreed equipment. Further, regardless of

the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Sublessee's use. In such event, Sublessee may terminate this sublease on thirty (30) days notice to the City.

**20. INSURANCE.**

a. Sublessee shall procure and maintain during the duration of this Sublease insurance against claims for injuries to persons or damage to property which may arise from or in connection with Sublessee's operation and use of the subleased premises as follows:

i. Commercial General liability insurance in the minimum combined single limit of \$5,000,000. Said insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Sublessee's commercial General Liability Insurance Policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

ii. Property insurance covering the full value of Sublessee's property and improvements with no co-insurance provisions. Property insurance shall be written on an all risks basis.

b. The Commercial General Liability Insurance shall specify that Sublessee's insurance is primary insurance as respect the City. Any insurance, self-insurance or insurance pool coverage of the City shall be excess coverage to the Sublessee's insurance and shall not contribute with it. Sublessee's insurance shall be endorsed to state that coverage will not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested has been give to the City. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Sublessee shall provide the City with evidence of insurance including certificates of insurance as the City may from time to time request.

c. Sublessee may satisfy the insurance obligations by maintaining a self insurance program satisfying the minimum requirements set out in subparagraphs a and b of this paragraph 20. Sublessee shall provide City such certification(s) of said self insurance program as city may reasonably require.

d. The City and Sublessee hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.



21. **INDEMNIFICATION.** Sublessee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Sublessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Sublessee's agreed equipment, or Sublessee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Sublessee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Sublessee's agreed equipment, and upon request of City sublessee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Sublessee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease.

Sublessee hereby waives, as to the City only, the immunity of the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify the City as provided for in this paragraph 21. This waiver has been mutually negotiated by the parties Initials MB ; JM.

22. **RELEASE OF CLAIMS.** Sublessee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
  - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
  - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
  - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or
  - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. **Environmental Compliance.**

- i. In the use and occupancy of the Premises, the Sublessee shall, at the Sublessee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Sublessee's business or any activity or condition on or about the premises (the "environmental laws"). The Sublessee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Sublessee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.



ii. The Sublessee shall not, without first obtaining the City's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Sublessee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Sublessee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Sublessee's use or occupancy of the premises.

iv. The Sublessee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Sublessee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Sublessee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Sublessee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Sublessee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease, then Sublessee shall, in a timely manner and at the Sublessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Sublessee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** The Sublessee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Sublessee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage,

treatment, deposit and/or sale of hazardous materials by the Sublessee. For the purposes of this paragraph, "Sublessee" shall be construed to mean Sublessee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease.

d. **Remediation on Lease Termination.** Upon expiration or earlier termination of this Sublease, Sublessee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Sublessee, and Sublessee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Sublessee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Sublessee's compliance with environmental laws. If Sublessee does not timely proceed with a plan of cleanup, the City may supply Sublessee with a notice of default, and if within the deadline specified in the notice, Sublessee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Sublessee.

24. **NON-DISCRIMINATION.** The City and Sublessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Sublessee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Sublessee shall fail to fully and timely make any payment under this Sublease or fail to fully and timely perform as required by this Sublease. In the event of a default, the City may give Sublessee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Sublessee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Sublessee from the premises. At its option, the City may also (1) declare in writing the sublease terminated,



in which event Sublessee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Sublessee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Sublessee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease, or because of a dispute concerning the terms and provisions of this Sublease, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought under the terms of this Sublease shall be in the Snohomish County Superior Court.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease, the City and Sublessee, upon giving notice as specified, shall have optional rights to terminate this Sublease as follows:

- a. **Failure of Precondition.** Without any notice, that party for whom a precondition is specified elsewhere in this Sublease, and the remedy of termination is granted, may declare this Sublease null and void for the failure of a precondition in its favor.
- b. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Sublessee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.
- c. **Insolvency.** Without notice, upon Sublessee being the subject of a bankruptcy filing, the City may declare this Sublease terminated.
- d. **Passage of Law or Regulation.** Should the State or Federal government by statute, regulation or decision require the City, because it has entered into this

Sublease, to allow other co-locators on the antenna and premises, then the City upon thirty (30) days written notice to Sublessee may declare this Sublease terminated.

e. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Sublessee's use.

f. **Redevelopment.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

g. **Health Hazard.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

h. **Any Other Provision.** Upon such notice, and under such circumstances as other provisions of this Sublease set out.

### 30. ASSIGNMENT OR SUBLEASE.

a. **Prohibited Without Consent.** Sublessee shall not assign or transfer this Sublease or any interest or rights therein, nor delegate its duties under this Sublease, nor sub-sublease the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease for the whole or any part of the premises, nor shall this Sublease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee — Production of Records.** If Sublessee desires to transfer this Sublease, Sublessee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the sublessee. Upon request by City, sublessee shall provide:

- i. a full and complete financial statement of the proposed transferee;



- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Sublessee and shall not be subject to litigation or appeal. The City shall charge Sublessee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Sublessee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease and the Master Lease. Despite consent by the City and a permitted transfer, Sublessee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

- a. if to City, to:

The Chief Administrative Officer  
 City of Marysville  
 1049 State Avenue  
 Marysville WA 98270

b. if to sublessee, to

I-COM

Attention: Director of the Emergency Communications Center  
840 S.E. Barrington Drive  
Oak Harbor, WA 98277

32. **HOLDING OVER.** If Sublessee holds over after the expiration of the term of this Sublease or any extension thereof, Sublessee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Sublessee fails to surrender possession of the premises upon expiration of this Sublease, despite demand to do so, as provided for by law, Sublessee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease.

33. **NO PRESUMPTION AGAINST DRAFTER.** Sublessee and City agree that this Sublease has been freely negotiated by the parties, and in the event of any dispute concerning the meaning or interpretation of the terms and conditions of this Sublease, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease.

34. **CAPTIONS.** The captions of this Sublease are for convenience only and do not in any way limit or amplify the provisions of this Sublease.

35. **AUTHORITY.** Sublessee covenants and represents that it has full authority and power to execute this Sublease, and that by execution of this Sublease it will not violate any provision of law or contract and that Sublessee will be fully bound to full payment and performance under the terms of this Sublease.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease shall preclude the City from pursuing any other remedies the City may have for or on account of Sublessee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease, besides performance of specific removal and remediation covenants provided for elsewhere in this

Sublease, and subject to those covenants, Sublessee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease.

DATED: 9/27/10

DATED: 8/27/10

CITY OF MARYSVILLE

ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER

By [Signature]  
JON NEHRING Mayor

By [Signature]  
Director of the Emergency Communications Center  
**CHAIRMAN OF THE BOARD DIRECTORS ICOM**

ATTEST:  
By [Signature]  
City Clerk

Approved as to form:

By [Signature]  
GRANT K. WEED, City Attorney

STATE OF WASHINGTON )  
  )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that <sup>Jon Nehring</sup> ~~DENNIS KENDALL~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27 day of September, 2010.



[Signature]  
Tracy L. Jeffries  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at 926 H Marysville  
My commission expires 9-26-11

W/M-10-021/SERS.Island.County.Sublease 06.23.10

**Exhibit A - Preconditions**

**Exhibit B - Area, site legal, location of antenna, and ground facilities with specifications**



Exhibit A-B

# ICOM-911

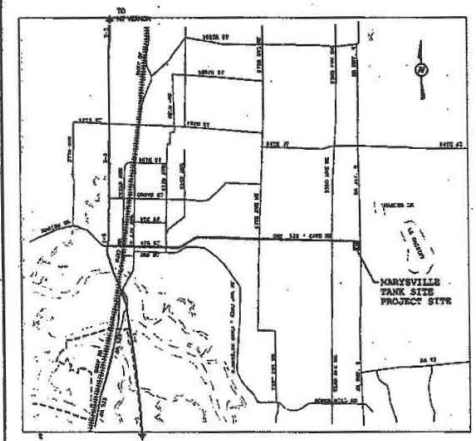
## ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER (ICOM)

MARYSVILLE TANKS  
8812 64TH ST NE  
SR-528\64TH ST NE & HWY 9

LATITUDE: N 48°03'8"  
LONGITUDE: W 122°06'42"



**NORTHWEST TOWER ENGINEERING**  
2210 HEWITT AVE, STE 309  
SEBRIST, VA 22621-3767  
PHONE: 425-238-4246  
FAX: 425-238-4259



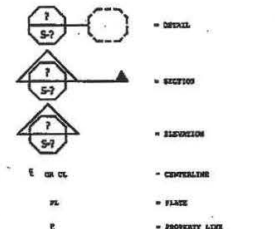
VICINITY MAP

**APPLICANT:**  
ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER (ICOM)  
640 AN MARSHWORTH DR  
DIXIE HANDBY, VA 24517  
CONTACT: TIM BENDERHART  
PH: 540-678-5354

**LANDLORD:**  
CITY OF MARYSVILLE  
1410 FORT MADISON  
MARYSVILLE, VA 22670

**PROJECT DESCRIPTION:**  
THE CITY OF MARYSVILLE EMERGENCY SERVICES COMMUNICATIONS CENTER (ICOM) IS REQUESTING TO MODIFY AN EXISTING UNOCCUPIED, UNELECTRIFIED RADIO COMMUNICATIONS FACILITY. THE PROPOSED MODIFICATIONS INCLUDE THE INSTALLATION OF RADIO EQUIPMENT RACKS AND AN EX. EQUIPMENT RACKS. THE INSTALLATION OF 28 LINEAR FEET OF NEW GALV. BRIDGE AND THE LOCATION OF 116 WOODCHUCK BRIDGE TO AN EXISTING 28" LANTERN TOWER FOR EMERGENCY RADIO COMMUNICATIONS. ALL PROPOSED TOWER EQUIPMENT WILL BE CORRELATED WITH THE EXISTING TOWER EQUIPMENT BRACKETS.

**JURISDICTION:**  
CITY OF MARYSVILLE



**CONTRACTOR:**  
DETAILS CHECKED AND SHOWN AS INDICATED ON RECORDS HAVE FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY PLATINGS LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THESE RECORDS. FOR THE FULL LOCATION OF EXISTING UTILITIES IS AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNERS/AGENCY.

**DESCRIPTION:**  
TAX PARCELS #: 3092340302400

DATE 600 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL, LINED HERETOFORE BY A LINE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF SA 1/4, SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, LINE STRETCHES TO SOUTHWEST, AND 75 FEET NORTHEAST THEREFROM BY THE END OF THIS LINE DESCRIBING, CORNER TO AND PROCEED WITH SOUTHWEST, OBSERVATIONS, AND RESTRICTIONS FOUND UNDER SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N.

**PROJECT INFORMATION**

T-1 = TITLE SHEET  
G-1 = GENERAL NOTES  
S-0 = JURISDICTION INFORMATION  
G-1 = OVERALL SITE PLAN  
S-2 = ENLARGED SITE PLAN  
S-3 = ELEVATIONS AND DETAILS  
S-4 = ANTENNA INFORMATION

**LEGEND**

**TOWER ENGINEERS:**  
NORTHWEST TOWER ENGINEERING, P.L.L.C.  
2210 HEWITT AVE, STE 309  
SEBRIST, VA 22621-3767  
PH: (425) 238-4246

**PERMITTING:**  
NORTHWEST TOWER ENGINEERING A MEMBER OF  
THE BURNS & MCDONNELL GROUP  
2210 HEWITT AVE, STE 309  
SEBRIST, VA 22621-3767  
PH: (425) 238-4246

**LEGAL DESCRIPTION**

DATE 600 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL, LINED HERETOFORE BY A LINE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF SA 1/4, SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N, LINE STRETCHES TO SOUTHWEST, AND 75 FEET NORTHEAST THEREFROM BY THE END OF THIS LINE DESCRIBING, CORNER TO AND PROCEED WITH SOUTHWEST, OBSERVATIONS, AND RESTRICTIONS FOUND UNDER SECTION 24, TOWNSHIP 20 NORTH, RANGE 3 EAST, 9th E. TIER 800' OF THE SECONDARY STATE HIGHWAY 9-N.

NO.	DATE	BY
1	04-11-10	BRUCE PERRY REED
2		
3		

**REVISION**

EXISTING 280-FT SELF-SUPPORTING TOWER

**TOWER DESCRIPTION**

MARYSVILLE TANKS  
8812 64TH ST NE  
MARYSVILLE, VA

**SITE LOCATION**

**TITLE SHEET**

**T-1**

SHEET NO.

PROJECT NO. 20114.05

DRAWN BY P.B.T.

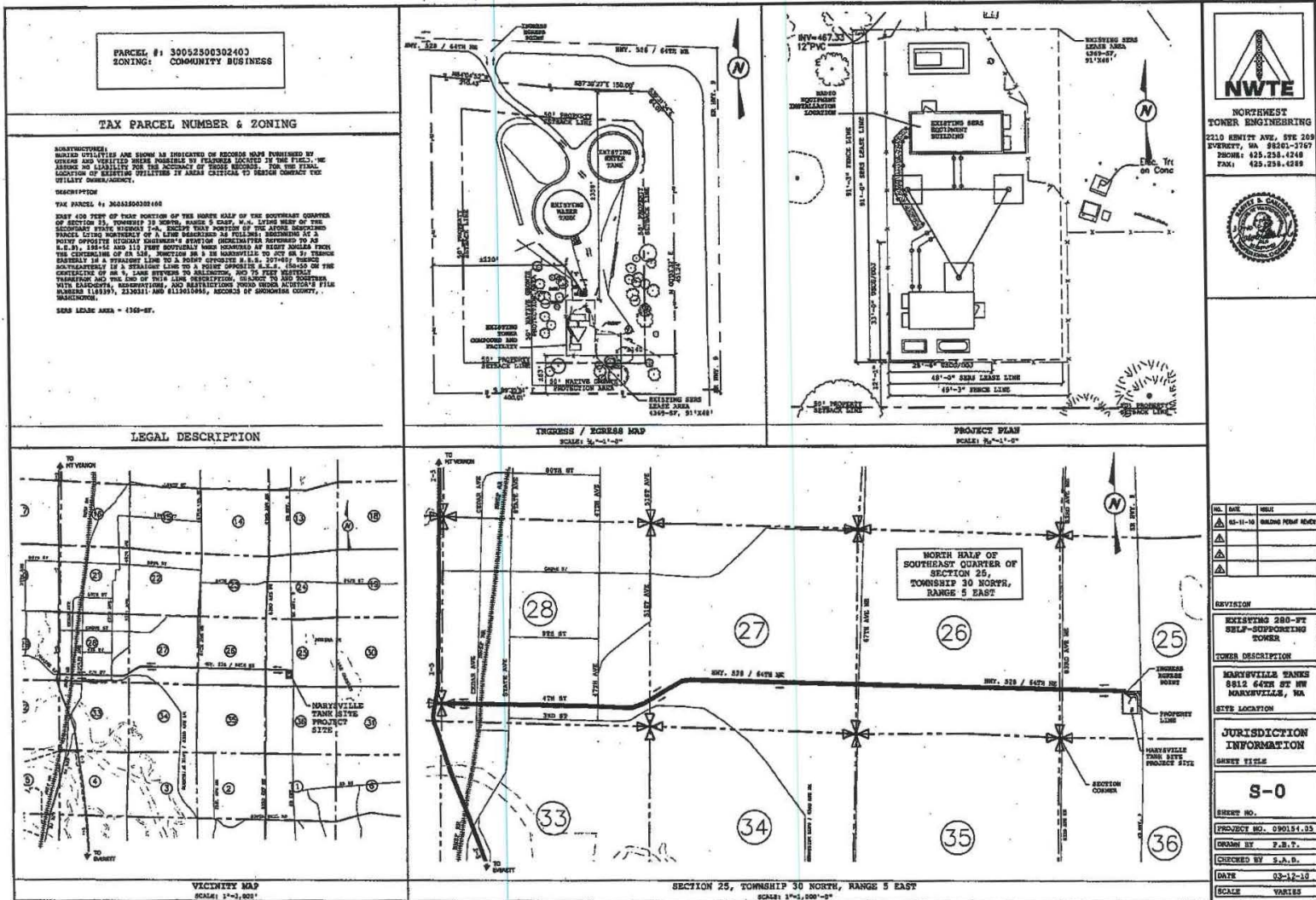
CHECKED BY S.B.D.

DATE 03-12-10

SCALE VARIES



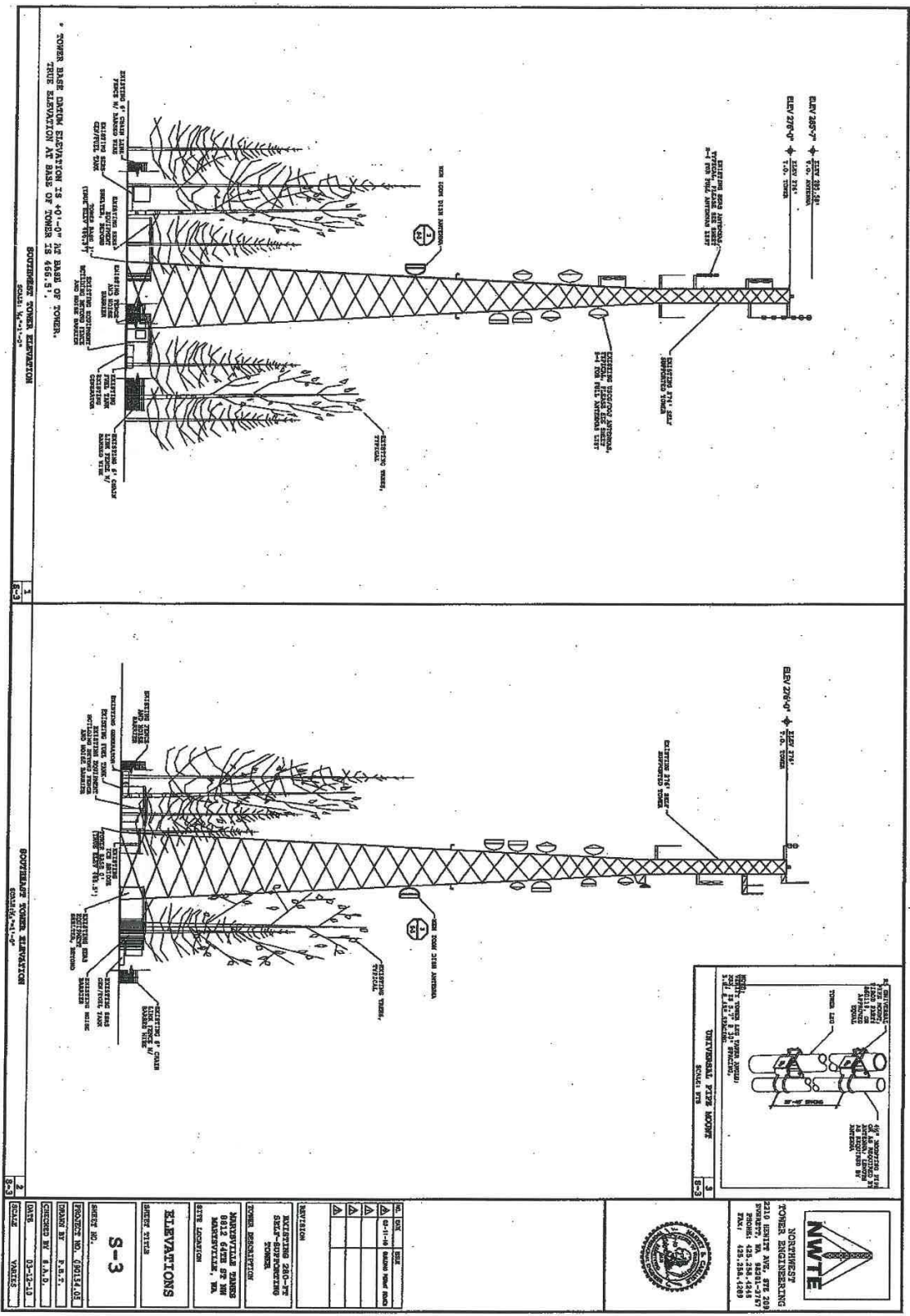












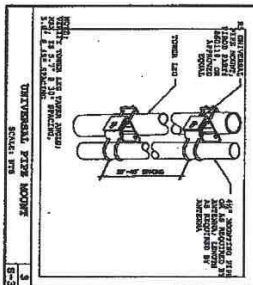
\* TOWER BASE DRAIN ELEVATION IS +0'-0" AT BASE OF TOWER.  
 TRUE ELEVATION AT BASE OF TOWER IS 465.51'

GOVERNMENT TOWER ELEVATION  
 SCALE: 1/4"=1'-0"

1  
 S-3

GOVERNMENT TOWER ELEVATION  
 SCALE: 1/4"=1'-0"

2  
 S-3



**NWTE**  
 NORTHWEST  
 TOWER ENGINEERING  
 2310 HUNTER AVE., STE. 209  
 SHERMAN, VA 24481-2197  
 PHONE: 434-284-4488  
 FAX: 434-284-4489  
 WWW: WWW.NWTE.COM

NO.	DATE	DESCRIPTION
1	01-11-00	ISSUED FOR BIDDING
2		
3		
4		

**REVISIONS**

EXISTING 280'-7" SELF-SUPPORTING TOWER  
 TOWER RENOVATION  
 MANUFACTURED STEEL  
 8012 61ER ST NW  
 WASHINGTON, VA  
 WIRE CONNECTION

**ELEVATIONS**

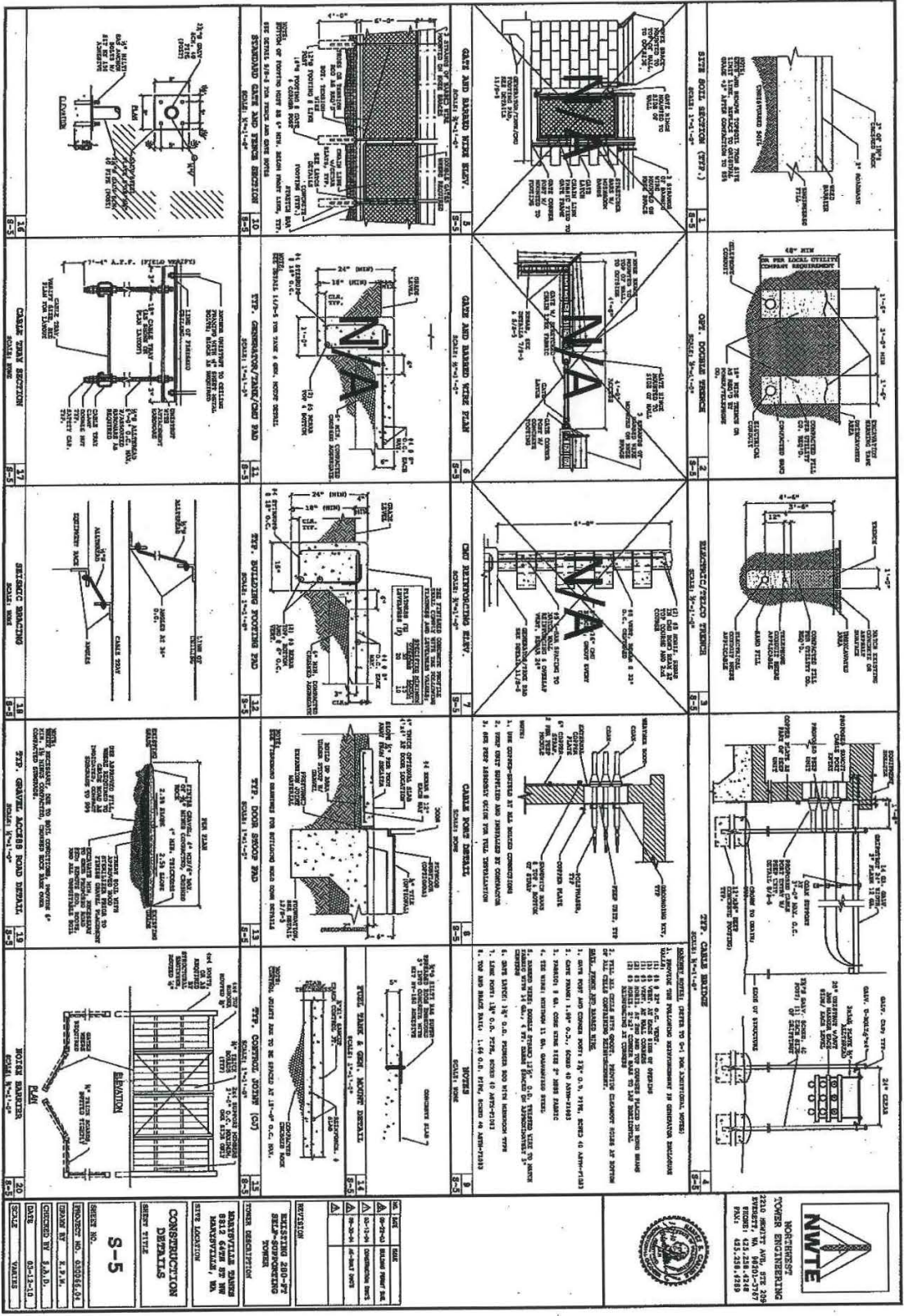
BASE: 465.51'

**S-3**

DRAWN BY: S.A.D.  
 CHECKED BY: S.A.D.  
 DATE: 02-12-03  
 SCALE: VARIOUS







**NWTE**  
 NORTHWEST  
 ENGINEERING, INC.  
 2230 NORTH AVENUE, STE 208  
 SEASIDE, WA 98138-2797  
 PHN: 425.231.4388  
 FAX: 425.231.4389

NO. 1	DATE	11-1-83
NO. 2	DATE	11-1-83
NO. 3	DATE	11-1-83
NO. 4	DATE	11-1-83
NO. 5	DATE	11-1-83
NO. 6	DATE	11-1-83
NO. 7	DATE	11-1-83
NO. 8	DATE	11-1-83
NO. 9	DATE	11-1-83
NO. 10	DATE	11-1-83
NO. 11	DATE	11-1-83
NO. 12	DATE	11-1-83
NO. 13	DATE	11-1-83
NO. 14	DATE	11-1-83
NO. 15	DATE	11-1-83
NO. 16	DATE	11-1-83
NO. 17	DATE	11-1-83
NO. 18	DATE	11-1-83
NO. 19	DATE	11-1-83
NO. 20	DATE	11-1-83

**S-5**  
 SHEET NO.  
 DRAWN BY: J.S.M.  
 CHECKED BY: J.A.D.  
 DATE: 05-13-10  
 SCALE: VARIOUS

**CONSTRUCTION DETAILS**  
 SHEET TITLE

**DESIGNER'S NAME**  
 NORTHWEST ENGINEERING, INC.  
 2230 NORTH AVENUE, STE 208  
 SEASIDE, WA 98138-2797  
 PHN: 425.231.4388  
 FAX: 425.231.4389

**PROJECT LOCATION**  
 BRIDGE OVER RIVER  
 WASHINGTON STATE

**REVISIONS**  
 1. REVISED FOR CONSTRUCTION  
 2. REVISED FOR CONSTRUCTION  
 3. REVISED FOR CONSTRUCTION  
 4. REVISED FOR CONSTRUCTION  
 5. REVISED FOR CONSTRUCTION

**NOTES**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

**GENERAL NOTES**  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**APPENDIX A**  
 MATERIALS AND METHODS OF CONSTRUCTION  
 1. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 4. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 5. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

**APPENDIX B**  
 MATERIALS AND METHODS OF CONSTRUCTION  
 1. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 4. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 5. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 9/28/2015**

<b>AGENDA ITEM:</b> Professional Services Agreement with Government Portfolio Advisors, LLC	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Agreement	
<b>BUDGET CODE:</b> 00101023.541000	<b>AMOUNT:</b> \$17,550.00
<b>SUMMARY:</b>	

Finance seeks to improve investment services for the city. Historically investment has been through brokers that provide investments for the city that follow the city's investment policy and state law. Finance has been researching enhancements to its current investment methods. Based upon this research a favorable enhancement would be to utilize an investment advisor. As of July 1, 2014, a new Dodd-Frank regulation takes effect that requires municipal entities to have an investment advisor when investing any funds that are a result of a bond issue.

The benefit received through the contracting of an investment advisor would be an expected increase in investment interest. Fluctuating market conditions make it difficult to estimate an increase, but the services of an investment advisor is expected to have at a minimum a neutral impact. Also, an added benefit would be the update and monitoring of the city's investment policy as well as additional analysis and benchmarking.

Government Portfolio Advisors, LLC were the successful respondent to the City of Kirkland's recent RFP, whom we have an inter-local purchasing agreement with. Successful reference checks were conducted. The proposed agreement is for three years with two additional one-year extensions.

This is a 2015/2016 approved budget request.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Professional Services Agreement with Government Portfolio Advisors, LLC.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND GOVERNMENT PORTFOLIO ADVISORS, LLC  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Government Portfolio Advisors, LLC, an Oregon LLC (“Consultant”).

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with investment advisory consulting services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on the date signed by both parties, and remain effective for three years. This agreement may be extended for two (2) additional one-year periods at the sole option of the city.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes*



below)

X No employees supplying work have ever been retired from a Washington state retirement system.

       Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials)\_\_\_\_\_(initials)

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per

accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions,

and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## **ARTICLE IV. OBLIGATIONS OF THE CITY**

### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$17,500 per year, or a maximum of \$87,500 over the term of the agreement, including extensions, as detailed in the Cost for Services in Attachment A without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

**V.1 NOTICES.** Notices to the City shall be sent to the following address:



**CITY OF MARYSVILLE**

Sandy Langdon, Finance Director  
 1049 Sate Ave.  
 Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**GOVERNMENT PORTFOLIO ADVISORS**

Luke Schneider, CFA  
 2188 SW Park Place, Suite 100  
 Portland, OR 97205

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to

conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

CITY OF \_\_\_\_\_

Government Portfolio Advisors, LLC

By \_\_\_\_\_  
Marysville, Mayor

By \_\_\_\_\_  
Deanne Woodring, President

Approved as to form:

\_\_\_\_\_  
Marysville, City Attorney

**Exhibit A**  
**Scope of Services**

## ATTACHMENT A

### TABLE OF CONTENTS

1. SCOPE OF SERVICE
2. QUALIFICATIONS OF PROVIDERS
3. CONVERSION PROCESS
4. COST PROPOSAL
5. GPA Disclosures

#### **1. SCOPE OF SERVICE**

1) *Provide full-time non-discretionary advisory services for the City's investment portfolio.*

GPA is structured to serve public entities who are looking to improve their investment management process with the assistance of a non-discretionary investment advisor. We believe that the City, and all public funds, should maintain control of investments as the Finance Director/Treasurer and Board have the ultimate fiduciary responsibility. That is why we emphasize in our service a clear communication approach that incorporates guidelines, education and support documents for decision making elements.

#### Specific Tasks:

1. Create guidelines for the structure including extensive review of investment policy
2. Determine appropriate average maturity and duration
3. Propose specific securities to be purchased within policy
4. Propose plan to time investments
5. Establish process to communicate for specific purchases and approval procedures for City on each transaction

GPA will provide full-time non-discretionary management services to the City. We will collaborate with the Finance staff to ensure that the investment program is implemented in a manner that is clearly identified in policy and practice. GPA incorporates a process that offers a high level of communication regarding portfolio strategy, market expectations, and trade execution. Through efficiencies in our investment process, our services will reduce the amount of City staff's time allocated to the management of the investment fund.

Non-discretionary services require prior approval from the Finance staff on any portfolio changes. Non-discretionary management offers the City an opportunity to access outside resources, improve the existing investment management process, increase access to fixed income securities, and maintain control of the ultimate investment decisions.

2) *Be available in a timely manner, in person, by telephone or e-mail, for consultation or advice.*

Given the team approach of the professionals of GPA, the City can be assured of timely consultation for investment advice. In addition, our location ensures that information can be provided in person to City staff as needed and upon request. Our team is accessible and available at all times.

3) *Comply with all federal laws and state of Washington laws and the ordinances, resolutions and policies of the City.*

GPA clearly understands all federal, state and local ordinances of local fund investing. In addition, we understand the unique adoptions of community investing that Washington entities have implemented.

4) *Provide assistance in developing and implementing investment strategies.*

We understand the importance of developing and implementing investment strategies to maintain and enhance portfolio quality and performance within the parameters of the City's established investment policies and cash flow requirements. Our philosophy of duration management for the portfolio targets the preservation of principal (safety), liquidity, and yield components of public fund investment policies.

5) *Work with the City's cash management staff to assure completion of investment trades, delivery of the securities, availability of funds, and assist with trade settlement.*

GPA will work with City personnel to assure coordination of investment trades, security delivery, fund availability, and trade settlement assistance. Competitive pricing reports will be provided with each transaction, meeting all of the City requirements set forth by the Investment Policy. GPA will also provide technical and fundamental research incorporated in strategic reports.

GPA also provides an extensive strategy review quarterly that incorporates yield curve, asset class and other fundamental research. Additionally, each transaction proposal will include a review of the yield curve and existing portfolio holdings compared to the proposed holdings. This documentation will be provided to the City prior to executing the trade.

GPA will provide all trade details on each transaction including the security description and funds required to be transferred for the purchase, if necessary. These directions will be sent to the City and to the safekeeping bank.

6) *Provide investment advice including breakeven analysis on recommendations made to sell low yield securities and replace them with higher yielding securities.*

GPA will provide strategic documentation on all trade proposals that includes supportive analysis in regards to breakeven, duration targeting and rebalancing the portfolio. The proposals are prepared and presented to City personnel by email with a follow up phone discussion regarding the strategy reasoning to swap securities in the portfolio.

All documentation will be sent to the City and retained by GPA for our records.

7) *Assist in the annual review and update of the City's Investment Policy and review of procedures.*

*The Investment Policy* is the working document that provides for specific guidance and risk constraints of the portfolio. It is important to incorporate industry best practices and the City's direction regarding

the risk parameters of the investment portfolio. GPA is highly experienced in drafting investment policies to meet the best practice standards and to work with clients to ensure that the risk parameters in the policy are specific to the goals of their clients.. The policy is well written and will provide for additional flexibility to invest, yet maintain a high level of conservative investing practices.

*The Procedures:* Internal procedures should include portfolio strategy and structure, direction of the advisor and details incorporating movement of cash. GPA is actively involved in reviewing and developing procedures based on the specific requirements of each client.

*Procedures and Documentation:* GPA will review the City's current internal controls and reporting documentation and assist in meeting best practice standards. GPA's quarterly strategic report provides a comprehensive review of liquidity versus investment funds, asset allocation, and yield curve positioning.

8) *Perform due diligence reviews of current and proposed broker/dealers and financial institutions as described in the City's Investment Policy.*

*Broker/Dealer Due Diligence:* GPA has an established review process to provide ongoing oversight to broker/dealers on our approved dealer list. We will provide the same oversight to your current approved broker/dealer list.

9) *Provide detailed reports of investment portfolio activity and performance at least monthly. Include relevant benchmarks, earnings and accounting methodology.*

GPA will provide monthly performance reports with mark to market pricing and measurement against the selected benchmark. An independent pricing of the market values of outstanding investments will be provided monthly, quarterly and annually at fiscal year-end. The accounting method used to calculate investment performance is the Modified Dietz method. This method estimates when external cash flows are received into or withdrawn from a portfolio by assuming that all external cash flows occur at the mid-point of the period, thus half-weighting the net total external flow for the period when calculating the period's average capital invested (denominator): Reports shall follow Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) fair-value reporting. Provide separate semi-annual and annual portfolio performance reports based on the City's fiscal year

10) *Provide weekly, to City staff, statement of upcoming cash flows that includes maturities, coupons, called securities and potential call's for a period of 45 days.*

We will provide a statement of upcoming cash flows that includes maturities, coupons and potential calls in the monthly report. We will have the ability to run cash flows over the life of the portfolio and can provide upon request.

11) *Provide City staff with ongoing training and technical advice as needed.*

We would be available to provide educational forums as needed to support the needs of the Finance Department. The GPA professionals are actively involved in providing education forums at WFOA, WMATA as well as GFOA. Additionally, our non-discretionary service naturally incorporates an education process, as trades are proposed and implemented including a discussion of the market



conditions. Deanne is a GFOA trainer, which involves leading two-day seminars for GFOA on investment best practices and is well versed in providing on-site trainings as needed.

12) Provide itemized monthly invoices of charges and provide periodic status reports on the services provided by the firm.

GPA will provide detailed monthly invoices for services rendered.

## 2. QUALIFICATIONS OF ASSIGNED PROFESSIONALS

Specific qualifications of the investment advisory team that will provide services to the City.

<i>Team Member</i>	<i>Title, Roles and Responsibilities</i>	<i>Education</i>	<i>Credentials</i>	<i>Related Experience</i>
<b>Deanne Woodring, CFA</b>	President <i>Role: Senior Advisor</i>	University of Oregon, Business Finance University of Washington, Executive MBA 2001	CFA - 1989 Investment Advisory License 1998 FINRA Licenses: 63 and 65	Serving public funds since 1982
<b>Dave Westcott, CFA</b>	Chief Investment Officer/COO - <i>Role: Senior Advisor</i>	Lewis & Clark College Business	CFA - 1989 Investment Advisory License 1998 FINRA Licenses 63 and 65	Serving public funds since 1977
<b>Luke Schneider, CFA</b>	Managing Director <i>Role: Investment Strategy and Senior Advisor</i>	University of Arizona- Business Finance, Masters in Accounting 2010	CFA- 2012 Investment Advisory License 2012, FINRA License 66	Serving public funds since 2009
<b>Sally Walton</b>	Managing Director <i>Role: Trading and Senior Advisor</i>	Willamette University Public Policy & Political Science	Investment Advisor License 1999 FINRA Licenses 63 and 65	Serving public funds since 1983
<b>Whitney Maher</b>	Client Relationship Manager <i>Role: Client Support and Portfolio Advisor Support</i>	Portland State University Foreign Languages	FINRA License 66	Serving public funds since 2005
<b>Kim Wright</b>	Office Manager and Administrative Assistant <i>Role: Office Support</i>	Willamette University Sociology PSU – Masters in Public Administration		Serving public funds since 2014
<b>Andrew Sakai</b>	Financial Analyst <i>Role: Portfolio Reporting and reconciliation</i>	University of Oregon - Accounting		Serving public funds since 2015

### 3. **CONVERSION PROCESS AND CONTINUING SERVICES**

Consistent with and supplementary to the Services described above, GPA will provide the following services as part of the conversion to GPA and its services, and on an on-going basis.

Step 1: Review of investment policy and strategy	Immediate and Ongoing
<ul style="list-style-type: none"> <li>• Update strategic review based on cash flows</li> <li>• Update portfolio holdings in GPA reporting system</li> <li>• Complete Guideline Portfolio Strategy risk questionnaire</li> </ul>	
Step 2: Complete paper work and authorization documents with City's Third Party Custodial Bank	Immediate and Ongoing
<ul style="list-style-type: none"> <li>• Complete document to receive viewing capabilities of holdings online</li> <li>• Complete documents to have authority to provide settlement information</li> <li>• Complete documents to access feed to GPA reporting system</li> </ul>	
Step 3: GPA recommends ongoing strategy for investments	Immediate and Ongoing
<ul style="list-style-type: none"> <li>• Provide oversight of liquidity and core balances</li> <li>• Provide transactions on competitive platform</li> <li>• Provide security recommendations</li> <li>• Complete transactions through delivery to bank and money notifications</li> </ul>	
Step 4: GPA provides reporting	Immediate and Ongoing
<ul style="list-style-type: none"> <li>• Market and performance report</li> <li>• Quarterly Compliance report</li> </ul>	

### 4. **COST FOR SERVICES**

GPA will charge a flat annual fee of \$17,550 (3.9 basis points) to provide non-discretionary investment services on approximately \$45MM over the next five years.

Year 1 Fee: \$17,550

Year 2 Fee: \$17,550

Year 3 Fee: \$17,550

Year 4 Fee: \$17,550 – Plus increase on average assets at 3.9 basis points

Year 5 Fee: \$17,550 – Plus increase on average assets at 3.9 basis points

If average balances increase over \$50,000,000 in years 4 and 5, GPA has the right to update the fee based on the 3.9 basis point calculation.

GPA Disclosures:


1. **Duty of Care:** The City understands the Advisor will open accounts on behalf of the City with approved broker/dealers. Confirmations will be generated and sent to the City and the Advisor. The Advisor agrees to review the approved list annually and allows for the addition and removal of any broker/dealer by the City.
2. **Advisor to Other Clients:** The City understands that the Advisor performs investment Advisory services to other various accounts similar to the City. The same security may be sold to multiple accounts and the pricing may vary depending upon the time of execution and the approval of the trade by the City. The Advisor is obligated under SEC rules to maintain an order allocation process when transacting in the same security for multiple accounts and follows a first authorized, first purchased allocation model.
3. **Brochure and Brochure Supplement:** The Advisor acknowledges that it has delivered to the City the current Securities and Exchange Commission Form ADV Part 1, Part 2A and Part 2B. The brochure will be accessible on our website and sent annually as required thereafter. By signing the Agreement, The City hereby acknowledges its receipt of said document at least two business days prior to its execution of this Agreement.
4. **Liability of Loss:** The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil riots, labor disputes or any action or inaction due to malfunction.
5. **Non-Discretionary Services:** The Advisor will make recommendations with respect to the investments of the City, but will not make discretionary decisions. Non-Discretionary is defined as requiring permission from the City prior to transacting trades on the City's behalf. The Advisor will provide a recommendation in writing via email either on the specific security or on the strategy for the coming quarter. The City will respond via email, accepting the strategy and the proposed transactions.
6. **No Guarantee:** The Advisor does not guarantee future performance or any specific level of performance, and the City understands that the market value of investments may fluctuate and at any point in time be worth more or less than the amount originally invested.



# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 09/28/2015**

<b>AGENDA ITEM:</b> Interlocal Agreement for Emergency Services	
<b>PREPARED BY:</b> Diana Rose	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$73,872
<b>SUMMARY:</b>	

**This Interlocal Agreement is to continue with Emergency Management Services provided by Snohomish County Department of Emergency Management**

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Snohomish County Department of Emergency Management Interlocal Agreement for Emergency Services
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**INTERLOCAL AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF \_\_\_\_\_, a municipal corporation of the State of Washington (the "City") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**RECITALS**

**A.** The County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

**B.** The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

**C.** The City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated \_\_\_\_\_, 20\_\_\_.

**D.** The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW. SCDEM and the City agree that over the course of this Agreement, the Parties will explore the possibility of SCDEM assuming all emergency management services for the City in future agreements.

**E.** The County and City believe that it is in the public interest to provide and coordinate emergency management services as provided herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

## 2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2018, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional two (2) year term, upon City providing County written notice on or before June 15, 2018. County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

## 3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

John Pennington, Director  
Snohomish County Department of  
Emergency Management  
720 80<sup>th</sup> Street SW, Building A  
Everett, Washington 98203

City's Initial Administrator:

City of Marysville  
ATTN: Chief Administrator <sup>OFFICER</sup>  
1049 State Street  
Marysville, WA 98270

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

## 4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW (the "Services"). The County will endeavor to provide the Services as described in its comprehensive emergency management plan and as further described in Schedule A, which is attached hereto and incorporated herein, PROVIDED, HOWEVER, that such Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all those services identified in Schedule B, attached hereto, as well as any other services the City is otherwise required by law to perform.

**5. Advisory Board.**

The City shall be entitled during the term of this Agreement to representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, a copy of which is attached hereto and incorporated herein as Schedule C, as it now exists or is hereafter amended.

**6. Independent Contractor.**

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

**7. Compensation.**

7.1 Annual Service Charge. Beginning January 1, 2016, the City shall pay an Annual Service Charge to the County calculated at a rate of \$1.15 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2015 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Schedule D. The Annual Service Charge includes the services described in this Agreement's Schedules, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

7.2 Adjustments to Annual Service Charge. The Annual Service Charge shall be adjusted on January 1 of the subsequent years as follows: (1) the new year's per capita rate shall be the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistics Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April to April; and (2) the City's population number from the Office of Financial Management (OFM) based on the *April 1 population estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*. By July 10 of each year, the County shall issue a revision to Schedule C to reflect the City's population number from the Office of Financial Management (OFM) *April 1 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year.

7.3 Emergency Management Performance Grant. The City agrees that by entering into this Agreement, effective January 1, 2016, it will forgo applying for future Emergency Management Performance Grant (EMPG) monies. The City further agrees that to the extent it

receives future EMPG monies after January 1, 2016; such funds will be transferred by the City to SCDDEM within thirty (30) days of receipt.

**8. Hold Harmless and Indemnification.**

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

**9. Privileges and Immunities.**

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

**10. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**11. Compliance with Laws.**

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

**12. Early Termination.**

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than June 15 of the year of termination. Termination pursuant to this Section will become effective on December 31 of the calendar year in which the termination notice is given.

**13. Notices.**

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**14. Performance.**

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

**15. Entire Agreement; Amendment.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

**16. Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**17. Governing Law and Venue.**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

**18. Interpretation.**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**19. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**20. No Waiver.**

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

**21. No Assignment.**

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

**22. Warranty of Authority.**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

**23. No Joint Venture.**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

**24. No Separate Entity Necessary.**

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**25. Ownership of Property.**

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

**26. No Third Party Beneficiaries.**

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

**27. Execution in Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**COUNTY:**

**CITY:**

Snohomish County, a political subdivision of the State of Washington

City of \_\_\_\_\_, a Washington municipal corporation

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**Approved as to insurance and indemnification provisions:**

**Approved as to Form:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
City Attorney

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney



**Schedule A**  
**Description of Emergency Management Services**

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following:

**1. Disaster Response and Recovery Coordination:** SCDEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

**a.** Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS).

**b.** Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via SNOFAC.

**c.** During disasters as defined by RCW 38.52.010(6), activate the Snohomish County Emergency Operations Center (SCEOC) to support participating jurisdictions.

Requests to activate the SCEOC will be made to the Duty Officer via SNOFAC. The level of SCEOC activation will depend on the situation and the need for coordination and support. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession.

When requested, and at the discretion of the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison(s) to the participating jurisdiction to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDEM may request that jurisdictions deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the SCEOC and the incident site(s).

**d.** During disasters, as defined by RCW 38.52.010(6), activate the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and Emergency Operations Plan (SCEOP). These plans articulate the roles and responsibilities of the County and its jurisdictions, and the SCEOC’s procedures, respectively. Participating jurisdictions will, with the support of SCDEM as outlined in Section 2 of this schedule, develop and maintain plans and procedures that support the SCCEMP and SCEOP.

**e.** Make available the County’s emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by SCDEM. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of the equipment.

f. As needed, SCDEM will request additional assistance on behalf of the Participating Jurisdictions through established emergency management protocols—from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC Chapter 2.36, initiate, through the County Executive a Proclamation of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDEM, in conjunction with the participating jurisdiction and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The participating jurisdiction will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

i. When requested and practicable, SCDEM will provide technical assistance to support participating jurisdictions' disaster recovery efforts.

**2. Planning, Training, and Exercises:** SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. It will also maintain training and exercise programs that adhere to state and federal guidance including the National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP), and Emergency Management Performance Grant (EMPG).

a. SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to participating jurisdictions in order for them to maintain a comprehensive emergency management plan (CEMP) that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060.

b. SCDEM will maintain a multi-jurisdictional hazard mitigation plan (HMP) that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6 and, when requested, provide technical assistance in order for its participating jurisdictions to meet the requirements for participation in the HMP.

c. When requested, and at the discretion of the SCDEM Director or Deputy Director, SCDEM will provide technical assistance and/or templates to participating jurisdictions in order to develop functional emergency management plans and procedures. Examples of such plans include mass fatality plans, disaster debris management plans, emergency operations plans, and emergency operations center procedures.

d. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. Participating jurisdictions desiring training and exercise support from SCDEM must be represented at the TEPW. SCDEM will coordinate one county-level functional exercise annually and provide additional training and exercise opportunities based upon the population or type of the jurisdiction as described below.

i. Jurisdictions with a population greater than 10,000 and Tribal Nations: SCDEM will provide, at a minimum, the delivery of two training and two exercise opportunities annually.

ii. Jurisdictions with a population of 10,000 or less: SCDEM will provide, at a minimum, the delivery of one training and one exercise opportunity annually.

**3. Warning, Notification, and Emergency Communications:** SCDEM and the participating jurisdiction will utilize protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP) and SCDEM Emergency Operations Plan (EOP).

a. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

b. SCDEM will provide the participating jurisdiction with training, information, and/or technical assistance to endeavor to ensure communications interoperability during a crisis.

c. SCDEM will facilitate access to, and training on, applicable incident management sites and software.

**4. Volunteer / Emergency Worker Management:** SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will create AlertSense notification lists for these groups.

c. SCDEM will develop, maintain, and centrally manage the Snohomish Emergency Response Volunteer (SERV) group. This group's purpose is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support volunteer Regional Coordinators that will be

responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

- i. SCDEM will provide, at a minimum, annual initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.
- ii. SCDEM's Volunteer Coordinator will meet with the Regional Coordinators annually to establish a yearly training calendar for the regional teams, and then quarterly throughout the year.
- iii. Semiannually, SCDEM will host a countywide CERT meeting. Each team's Regional Coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.
- iv. SCDEM, in collaboration with the Regional Coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.
- e. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides emergency communications services to SCDEM, its participating jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross.
- f. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, WAC 118-04, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

**5. Outreach and Preparedness:** SCDEM will work in conjunction with participating jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience.

- a. SCDEM leadership will meet semi-annually with participating jurisdictions' leadership to discuss community-specific concerns and needs.
- b. SCDEM will convene meetings of its Advisory Board (see Schedule C) quarterly.
- c. SCDEM will provide preparedness presentations based upon the population or type of the jurisdiction as described below. Requests for presentations will be made at least 60 days prior to the date of the presentation.

- i. Jurisdictions with a population greater than 10,000 and Tribal Nations: Four presentations per year.
- ii. Jurisdictions with a population of 10,000 or less: Two presentations per year.

**Schedule B**  
**Expectations of Participating Jurisdiction**

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the participating jurisdictions retain responsibility.

**1. Disaster Response and Recovery Coordination:** Participating jurisdictions will coordinate their emergency management activities with SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

**a.** Maintain a jurisdiction-level incident management structure that utilizes the principles of the National Incident Management System (NIMS).

**b.** During disasters, as defined by RCW 38.52.010(6), activate their incident management structure and notify SCDEM as soon as practicable.

**c.** When requested and practicable, deploy a liaison to the Snohomish County EOC to enhance coordination between the SCEOC and the jurisdiction.

**d.** During disasters, as defined by RCW 38.52.010(6), activate the jurisdiction's Comprehensive Emergency Management Plan (CEMP).

**e.** Under the provisions of applicable code, initiate through the jurisdiction's appropriate authority, a Proclamation of Emergency when the jurisdiction determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace. Notify SCDEM as soon as practicable of the intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

**f.** Work in conjunction with SCDEM during FEMA's post-disaster preliminary damage assessment (PDA) process. Track and report activities potentially reimbursable by federal and/or state disaster assistance programs.

**2. Planning, Training, and Exercises:** Participating jurisdictions, with SCDEM assistance, will develop and maintain emergency management plans; train staff necessary to implement those plan; and exercise those staff and plans accordingly. In order to achieve this, participating jurisdictions should:

**a.** Provide a point of contact to SCDEM.

**b.** Convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

c. Send a representative to participate in SCDEM's annual training and exercise planning workshop (TEPW) per Section 2 of Schedule A.

**3. Warning, Notification, and Emergency Communications:** Utilize established protocols and guidance to warn, notify, and communicate before, during, and after disasters.

a. Identify pre-designated areas and messages that can be loaded into the AlertSense notification system.

b. Participate in monthly communications checks with SCDEM.

c. Identify incident management staff to receive access to, and training on, applicable incident management sites and software.

**4. Volunteer / Emergency Worker Management:** Work in collaboration with SCDEM to develop capabilities that augment local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. Identify potential volunteers for membership in SERV, CERT, and/or ACS.

b. When practicable, support volunteer activities in their region by providing meeting space.

c. When practicable, integrate volunteers into the jurisdiction's plans, training, and exercising.

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, provide said additional training. Using these volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180 and WAC 118-04. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

**5. Outreach and Preparedness:** Work in conjunction with SCDEM to provide disaster-related preparedness and education in order to improve overall community resilience.

a. Meet semi-annually with SCDEM's leadership to discuss community-specific concerns and needs.

b. Assign a representative to attend the quarterly Advisory Board meeting.



c. Submit requests for presentations at least 60 days prior to the date of the presentation.

**Schedule C**

**SCC 2.36.130 Duties of the advisory board.**

- (1) The board shall serve in an advisory capacity and have the power to make recommendations to the county.
  
- (2) The board shall advise the director of emergency management in recommending to the executive, actions on the following:
  - (a) Emergency management plans;
  - (b) The department's budget;
  - (c) Rate schedules for emergency management service charges paid by contracting agencies;
  - (d) Grant applications and utilization of awarded grant funds; and
  - (e) Other matters as requested by the county executive or the director

**Schedule D**  
**Service Fees by Jurisdiction**

<b>2016 Service Fees</b>			
<b>Jurisdiction</b>	<b>April 1, 2015 Population Est.<sup>1</sup></b>	<b>2016 Per Capita Rate<sup>2</sup></b>	<b>2016 Fees<sup>3</sup></b>
Arlington	18,490	\$1.15	21,295
Brier	6,500	\$1.15	7,486
Darrington	1,350	\$1.15	1,555
Edmonds	40,490	\$1.15	46,633
Gold Bar	2,115	\$1.15	2,436
Granite Falls	3,390	\$1.15	3,904
Index	160	\$1.15	184
Lake Stevens	29,900	\$1.15	34,437
Lynnwood	36,420	\$1.15	41,946
Marysville	64,140	\$1.15	73,872
Mill Creek	19,760	\$1.15	22,758
Monroe	17,620	\$1.15	20,293
Mountlake Terrace	21,090	\$1.15	24,290
Mukilteo	20,900	\$1.15	24,071
Snohomish	9,385	\$1.15	10,809
Stanwood	6,585	\$1.15	7,584
Sultan	4,680	\$1.15	5,390
Woodway	1,335	\$1.15	1,538
Tulalip Tribes <sup>4</sup>	4,517	\$1.15	5,202
Stillaguamish Tribe <sup>5</sup>	280	\$1.15	322
<b>TOTALS</b>	<b>309,107</b>	<b>\$1.15</b>	<b>356,007</b>

<sup>1</sup>Source: State of Washington, Office of Financial Management, April 1, 2015 Estimates;  
<http://www.ofm.wa.gov/pop/april1/default.asp>

<sup>2</sup>The 2016 Per Capita Rate is the 2015 Per Capita Rate (\$1.1543) adjusted by the change in CPI-W from April 2014 to April 2015, -0.22%.

<sup>3</sup>The 2016 fees are based on the April 1, 2015 population estimate and the 2016 per capita rate (\$1.1517).

<sup>4</sup>The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

<sup>5</sup>The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** September 28, 2015

<b>AGENDA ITEM:</b> Authorizing the surplus of equipment which is no longer compatible with the City’s technology infrastructure.	
<b>PREPARED BY:</b> Worth Norton	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance / Information Services	
<b>ATTACHMENTS:</b> Resolution No. _____	
<b>BUDGET CODE:</b> 50300090	<b>AMOUNT:</b> 0.00
<b>SUMMARY:</b>	

The attached resolution contains a list of technology hardware that is currently inoperable, or obsolete. All of the laptops on this list have been tested and will not run the new Police or Community Development software. All of the servers on this list have been replaced with a new energy efficient virtual server system which also provides additional disaster recovery options.

The City’s Information Services Department is committed to green technology based on reduce, reuse, and recycle. First the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Then all PCs that are still in good enough condition will be sold. Only PCs that are damaged or have no useable value will be recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

We expect to be able to auction off some of the PCs using an “eBay style” purchase now or best bid format. This system has been successfully used for nine years and has sold approximately 150 surplus PCs and other miscellaneous pieces of technology.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign the resolution declaring certain items of personal property to be surplus and authorizing the sale and disposal thereof.
---

**CITY OF MARYSVILLE**  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City’s Information Services Department, the following list of equipment is not compatible with the City’s technology infrastructure.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Brand	Model	Serial #	Brand	Model	Serial #
APC	1500	SUA1500	Dell	OptiPlex 745	1736WC1
APC	1500	AS0222130958	Dell	OptiPlex 745	18X9GC1
Sharp	LC-20S7U	720911579	Dell	OptiPlex 745	1LLCKC1
Sharp	LC-20S7U	720911485	Dell	OptiPlex 745	31Z9TC1
Sharp	LC-20S7U	720911483	Dell	OptiPlex 745	4736WC1
Atlas	SACS-5	227409	Dell	OptiPlex 745	4BP60C1
Cisco	WS-C2950G	FHK0931X02U	Dell	OptiPlex 745	5NLCKC1
Vicon	V64X16A-IHCPS	20019	Dell	OptiPlex 745	6MMKLD1
Vicon	VM5094	22379	Dell	OptiPlex 745	6PLCKC1
Vicon	KPX120-500	33914	Dell	OptiPlex 745	84YMDC1
Vicon	KPX120-500	33919	Dell	OptiPlex 745	B636WC1
Vicon	AUR2K-DC3	020291	Dell	OptiPlex 745	CCB50C1
Vicon	AUR2K-DC3	020286	Dell	OptiPlex 745	D1F0WC1
Dell	Latitude D530	1G3N4H1	Dell	OptiPlex 745	D22GCC1
Dell	Latitude D530	30NP4G1	Dell	OptiPlex 745	DNLCKC1
Dell	Latitude D530	3DQG0G1	Dell	OptiPlex 745	FKLCKC1
Dell	Latitude D530	3M2GZF1	Dell	OptiPlex 745	GNLCKC1
Dell	Latitude D530	4G3N4H1	Dell	OptiPlex 745	H1F0WC1

RESOLUTION -1

Dell	Latitude D530	6G90MG1	Dell	OptiPlex 745	H636WC1
Dell	Latitude D530	7S0FCG1	Dell	OptiPlex 745	JKLCKC1
Dell	Latitude D530	8G90MG1	Apple	Mac G5	YM5261EMRUZ
Dell	Latitude D530	9G90MG1	Gateway	E-6610D	389953563
Dell	Latitude D530	C9H17G1	Gateway	E-6610D	389953565
Dell	Latitude D530	FG90MG1	Gateway	E-6610D	389953564
Dell	Latitude D530	GG90MG1			

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of September, 2015.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

ATTEST:

By \_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
Jon Walker, City Attorney

RESOLUTION -2



# *Index #12*

**CITY OF MARYSVILLE**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 28, 2015**

AGENDA ITEM: City Clerk Appointment	AGENDA SECTION: Mayor's Business	
PREPARED BY: Tina Brock, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS:  1. Appointment Sheet	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Mayor Nehring is requesting the appointment of Allina Holmquist as City Clerk.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the appointment of Allina Holmquist as City Clerk.
COUNCIL ACTION:

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-51-5033  
Marysvillewa.gov

**APPOINTMENT**

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint ALLINA HOLMQUIST as CITY CLERK of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.30.220; dated this 28th day of September, 2015.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as City Clerk of the City of Marysville in the manner required by law.

Dated this 28th day of September, 2015

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ALLINA HOLMQUIST